



# भारत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित

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No. 13] NEW DELHI, SATURDAY, MARCH 30, 1968/CHAITRA 10, 1890

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह प्रभाग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

## नोटिस

## NOTICE

नीचे लिखे भारत के प्रसाधारण राजपत्र 18 मार्च 1968 तक प्रकाशित किये गये ।—

The undermentioned Gazettes of India Extraordinary were published up to the 18th March, 1968 :—

Issue No.	No. and Date	Issued by	Subject
83	S.O. 1000, dated 12th March, 1968.	Ministry of Information and Broadcasting.	Approval of the films as specified therein.
84	S.O. 1001, dated 13th March, 1968.	Election Commission India.	Amendments to notification No. 318/AP/68 (1), dated 8th March, 1968.
85	S.O. 1002, dated 13th March, 1968.	Ministry of Law.	Bye-election to the House of the People of Ghosi Parliamentary Constituency.
86	S.O. 1003, dated 18th March, 1968.	Ministry of Commerce	The Export of Coir Yarn (Inspection) Amendment Rules, 1968.
	S.O. 1004, dated 18th March, 1968.	Do.	Amendment in the notification No. S.O. 2844, dated 23rd September, 1966.
	S.O. 1005, dated 18th March, 1968.	Do.	Corrigendum to S.O. 3766, dated 19th October, 1967.
87	S.O. 1006, dated 18th March, 1968.	Do.	Addition of an entry therein.

Issue No.	No. and Date	Issued by	Subject
88	S.O. 1110, dated 18th March, 1968.	Ministry of Commerce	Further amendment to the Exports (Control) Order, 1968.
89	S.O. 1111, dated 18th March, 1968.	Do.	Regarding the Oath or affirmation.

ऊपर लिखे असामांग राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, नियिल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जायेगी। मांगपत्र प्रबन्धक के पास हीन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on Indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

### भाग II—संख्या 3—संपर्क (ii)

#### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्रांतिकरणों द्वारा जारी किए गए विधिक आवेदन और अधिसूचनाएँ।

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

#### MINISTRY OF HOME AFFAIRS

#### ORDER

New Delhi, the 22nd March 1968

**S.O. 1124.**—In pursuance of clause (b) of section 45 of the Arms Act, 1959 (54 of 1959), the Central Government hereby directs that nothing in the said Act shall apply to the acquisition and possession by or on behalf of the Director, Central Bureau of Investigation, of arms or ammunition for the Museum of the said Central Bureau of Investigation located in New Delhi.

[No. 38/25/67 P.IV.]

G. L. BAILUR, Dy. Secy.

#### गृह मंत्रालय

नई दिल्ली, 22 मार्च 1968

**एस० अ० 1125—आयुत्र अधिनियम, 1959 (भन् 1959 का 54दा) की धारा 45 के खंड (ख) के अधीन केन्द्रीय गवर्नर एनडीआर यह निर्देश देती है कि केन्द्रीय जात व्यूरो के निरेशक द्वारा नई दिल्ली स्थित केन्द्रीय जात व्यापों के गंगाहक्य के दृष्टियां आयुत्र न गोला-दास्त के**

अधिकारण करने तथा अपने कठोर में रखने के संबंध में उल्लिखित अधिनियम का कोई भी भाग नाम नहीं होगा ।

[सं० 38/25/67-तुलिस-IV]

जी० इल० बेलूर, उप सचिव ।

**MINISTRY OF FINANCE**

(Department of Economic Affairs)

*New Delhi, the 19th March 1968*

**S.O. 1126.**—In exercise of the powers conferred by the proviso to clause (b) of section 2 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby declares the Manipur State Cooperative Bank to be a central cooperative bank within the meaning of the said clause.

[No. F. 18/12/67-SB ]

*New Delhi, the 21st March 1968*

**S.O. 1127.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Central Bank of India Ltd, Bombay—

- (a) in respect of the property, viz., 'Taj' building held by it in Bombay, till the 15th September 1968, and
- (b) in respect of the property viz., 'Bhukailash Estate' held by it in Calcutta, till the 15th March 1970.

[No. F. 15(6)-BC/68.]

New Delhi, the 22nd March 1968

S.O. 1128.—Statement of the Affairs of the Reserve Bank of India as on the 15th March, 1968

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	12,92,96,000
		Rupee Coin	3,81,000
Reserve Fund	80,00,00,000	Small Coin	3,23,000
National Agricultural Credit (Long Term Operations) Fund	131,00,00,000	Bills Purchased and Discounted— (a) Internal	—
		(b) External	—
		(c) Government Treasury Bills	174,26,59,000
National Agricultural Credit (Stabilisation) Fund	25,00,00,000	Balances Held Abroad*	155,93,22,000
National Industrial Credit (Long Term Operations) Fund	30,00,00,000	Investments**	111,88,51,000
		Loans and Advances to :—	
		(i) Central Government	—
		(ii) State Governments@	119,94,29,000
Deposits—		Loans and Advances to :—	
(a) Government—		(i) Scheduled Commercial Banks†	113,72,59,000
(b) Central Government	95,43,23,000	(ii) State Co-operative Banks†	189,37,93,000
		(iii) Others	2,64,90,000

Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—

.. State Governments	3,75,67,000	(a) Loans and Advances to :—	
		(i) State Governments	27,43,74,000
		(ii) State Co-operative Banks	12,63,76,000
		(iii) Central Land Mortgage Banks	..
(b) Banks—		(b) Investment in Central Land Mortgage Bank Debentures	7,89,36,000
(i) Scheduled Commercial Banks	134,62,52,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(ii) Scheduled State Co-operative Banks	4,84,31,000	Loans and Advances to State Co-operative Banks ..	7,67,79,000
(iii) Non-Scheduled State Co-operative Banks	79,81,000		
(iv) Other Banks	5,07,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
(c) Others	360,24,45,000	(a) Loans and Advances to the Development Bank	5,97,38,000
Bills Payable	25,03,62,000	(b) Investment in bonds/debentures issued by the Development Bank ..	..
Other Liabilities	102,13,44,000	Other Assets	57,62,06,000
	992,92,12,000		Rupees 999,92,12,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 84,58,19,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 20th day of March, 1968.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 15th day of March, 1968  
 ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department		12,92,96,000	Gold Coin and Bullion :—		
Notes in Circulation	3225,14,67,000		(a) Held in India	115,89,25,000	
Total Notes issued	3238,07,63,000		(b) Held outside India	..	
<b>TOTAL LIABILITIES</b>	<b>3238,07,63,000</b>		Foreign Securities	<b>166,42,00,000</b>	
			<b>TOTAL</b>	<b>282,31,25,000</b>	
			Rupee Coin	75,49,44,000	
			Government of India Rupee Securities	2880,26,94,000	
			Internal Bills of Exchange and other commercial paper	..	
			<b>TOTAL ASSETS</b>	<b>3238,07,63,000</b>	

Dated the 20th day of March, 1968.

L. K. JHA,  
 Governor.

[No. F. 3(3)BC/68.]

New Delhi the 25th March 1968

**S.O. 1129.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 8 of the said Act shall not apply to any banking company, in so far as the said provisions prohibit banking companies from engaging themselves in buying or selling, as agents of any State Government, of judicial and non-judicial stamp papers, on commission basis.

[No. F.4(6)-BC/68.]

V. SWAMINATHAN, Under Secy.

(Department of Revenue and Insurance)

New Delhi, the 20th March 1968

**S.O. 1130.**—In pursuance of rule 3 of the Insurance Claims Board Rules, 1952, the Central Government hereby nominates Shri H. K. Tandon, Joint Secretary, in the Ministry of Labour, Employment and Rehabilitation (Department of Rehabilitation) New Delhi, and Shri H. D. R. Edwards of the Royal Exchange Assurance, 6, Lyons Range, Calcutta-1 to be members of the Insurance Claims Board vice, Shri G. D. Khetrapal and Shri J. M. Walsh respectively.

[No. F 60(15)-INS.I/59.]

RAJ K. NIGAM, Dy. Secy.

MINISTRY OF COMMERCE

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Calcutta, the 24th February 1968

**S.O. 1131.**—A licence No. P/SS/1575221/C/XX/25/C/C/23-24/NF, dated 8th June, 1967, of the value of Rs. 14372 for import of Copper Zinc was issued to M/s. Nrisingha Prasad Modak, Poramatalal Road, Nabadwip, Nadia subject to the conditions as under:—

(a) All items imported under it shall be used only in the licence holder's factory at the address shown in the application against which the licence is issued and no portion thereof will be utilised by the licensee for a unit/purpose other than the one for which the licence in question is issued or will be sold or permitted to be utilised by any other party. The licence shall maintain proper account of consumption and utilisation of the goods imported against the licence.

2. Thereafter, a show cause notice No. 152/67/E&L, dated 1st February, 1968, was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the licence in question was obtained by fraud and mis-representation of facts in terms of Clause 9, sub-clause (a).

3. The aforesaid show cause notice had been returned by the Postal Authorities with the remarks "No such address".

4. The undersigned has carefully examined the case and has come to the conclusion that the licence in question was obtained by fraud and mis-representation of facts.

5. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9 sub-clause (a) of the Imports (Control) Order,

1955, hereby cancel the licence No. P/SS/1575221/C/XX/25/23-24/NF, dated 8th June, 1967, for Rs. 14372 issued in favour of M/s. Nrisingha Prosad Modak, Pro-matalal Road, Nabadwip, Nadia.

[No. 152/67/E&L.]

J. MUKHERJI,  
Dy. Chief Controller of Imports & Exports,  
for Jt. Chief Controller of Imports & Exports.

**(Office of the Chief Controller of Imports and Exports)**

**ORDERS**

*New Delhi, the 27th February 1968*

**S.O. 1132.**—The Chief Engineer (Construction) Design Dte, Panjab State Electricity Board Patiala were granted an import licence No. G/HP/2075457/D/SZ/23 C/H/22/CG.II dated 7th September 1966 for Rs. 2089080.00 (Rupees twenty lakhs eighty nine thousand and eighty only as amended on 21st September, 1967). They have applied for the issue of a duplicate Custom & Exchange Control Purposes copy of the said licence on the ground that the original Custom and Exchange Control copy has been lost/misplaced. It is further stated that the Custom and Exchange Control copies were not utilised.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Custom and Exchange Control Purposes copy of the said licence have been lost. Therefore in exercise of the powers conferred under sub-clause 9 (cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, said original licence No. G/HP/2075457/D/SZ/27/C/H/22/CG. II dated 7th September, 1966 (both customs and Exchange control copy) issued to the Chief Engineer (Const) Design Directorate Panjab State Electricity Board, Patiala is hereby cancelled.

3. A duplicate Customs and Exchange purposes copies of the said licence is being issued separately to the licensee.

[No. CG.II/HEP/P-16/66-67.]

**S.O. 1133.**—The Chief Engineer (Construction), Panjab State Electricity Board, Patiala, was granted an import licence No. G/HP/2075396/S/IB/23/C/H/23/CG. II dated 29th April 1966 for Rs. 4,22,541.00 (Rupees four lakhs, twenty two thousand five hundred and forty one only as amended on 22nd September 1967). They have applied for the issue of duplicate Exchange Control Purposes and Customs purposes copies of the said licence on the ground that the original Customs and Exchange Control copies have been lost/misplaced. It is further stated that the Customs and Exchange Control Copies were not utilised.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Customs and Exchange Control Purposes copies of the said licence have been lost. Therefore in exercise of the powers conferred under sub-clause 9 (cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, the said original licence (both copies) No. G/HP/2075396/S/IB/23/C/H/23/CG. II dated 29th April, 1966 issued to the Chief Engineer Construction, Panjab State Electricity Board, Patiala is hereby cancelled.

3. A duplicate Customs and Exchange purposes copy of the said licence is being issued separately to the licensee.

[No. CG.II/HEP/P-8/66-67.]

G. S. SHARMA,  
Dy. Chief Controller of Imports & Exports.  
for Chief Controller of Imports & Exports.

## (Office of the Chief Controller of Imports and Exports)

## ORDER

New Delhi, the 18th March 1968

**S.O. 1134.**—M/s. Kwality Restaurant, Kulri, Mussoorie were granted an import licence No. P/AU/1248243/C/XX/22/C/H/21-22 dated 26th March, 1966 for Rs. 300/- (Rupees three hundred only). They have applied for the issue of a duplicate Customs Purposes copy of the said licence on the ground that the original Customs Purposes Copy has been lost/misplaced. It is further stated that the original Customs Purpose Copy was not registered with any Customs Authority at Ports and was not utilised at all. However the goods have been got released from Calcutta Customs Authorities on furnishing a bond.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under sub-clause 9 (cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, the said original Customs Purposes Copy of licence No. P/AU/1248243/C/XX/22/C/H/21-22 dated 26th March, 1966 issued to M/s Kwality Restaurant, Kulri, Mussoorie is hereby cancelled.

3 A duplicate Customs purposes copy of the said licence is being issued separately to the licensee.

[No. 14/132/1/OM-65/ILS.]

S. K. USMANI,  
Dy. Chief Controller of Imports & Exports.

## (Office of the Joint Chief Controller of Imports and Exports)

## (Central Licensing Area)

## ORDER

New Delhi the 18th March 1968

**S.O. 1135.**—M/s. M Khajulall & Company, 2472 (1948), Munshi Mahal, Jaipur City were granted an Established Importers licence No. P/EI/0102731/C/XX/23-24/C-D/23-24, dated 11th August, 1966, for Rs. 2059 for import of Parts of Watches subject to remarks in the Red Book for AM '67 licensing period. They have applied for the Duplicate Custom and Exchange Control copies of the said licence on the ground that both the copies have been lost or misplaced. It is further stated by the firm that the original licence was not Registered with any Customs House and hence has not been utilised.

In support of this declaration, the applicant has filed an affidavit duly attested by Oath Commissioner stating that the original Custom & Exchange Control Copies of the licence have been lost or misplaced.

I am satisfied that Custom & Exchange Control Copies of the said licence No. P/EI/0102731/C/XX/23-24/CD/23-24, dated 11th August, 1966, have been lost and direct that Duplicate Customs & Exchange Control copies should be issued to the applicant. The original Custom and Exchange Control Copies of the licence are cancelled.

[No. 308-IV/121/AM'67/QL/CLA/3056.]

J. S. BEDI,  
Jt. Chief Controller of Imports & Exports.

## MINISTRY OF PETROLEUM AND CHEMICALS

## CORRIGENDA

New Delhi, the 16, March 1968

**S.O.1136.**—In the schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1596 dated April 29, 1964 published in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated the 9th May, 1964, the following may be deleted:—

Village	Survey Plot No.	Extent B-B-B
Bastar	245/2 246 256/2 815	0-0-5 0-0-15 0-4-0 0-2-10
Ghoredih	537 549	0-6-0 0-0-15
Puraini	170	0-1-5
Gadhiyaon	576 577 628 649M 663M 668/4 668/6 668/28 681 686 690 710/1 717 718 723 725 730	0-0-5 0-2-0 0-1-0 0-0-5 0-2-0 0-1-0 0-0-5 0-1-0 0-2-0 0-0-5 0-1-10 0-5-0 0-0-5 0-3-0 0-2-0 0-3-0 0-2-10
Bharaha	390	0-2-0
Basariya	243 265/2 266/2 278/2 314 316 326 364	0-0-5 0-1-0 0-1-0 0-1-10 0-1-0 0-1-0 0-0-10 0-1-0
Mungari	2834 2840 2841 2850 2851 2854 2941M 2958/1 2961/1	0-3-0 0-1-10 0-2-0 0-2-0 0-1-15 0-0-10 0-2-10 0-4-0 0-4-0
Hardua	25 32 33 41 52	0-0-2 0-0-9 0-3-4 0-0-15 0-5-8

Village	Survey Plot No.	Extent B-B-B
Beohara	80/1 . . . . .	0-1-15
	81 . . . . .	0-2-0
	93 . . . . .	0-1-5
	94/1 . . . . .	0-2-0
	97/1 . . . . .	0-1-5
	97/2 . . . . .	0-1-0
	104 . . . . .	0-0-15
	271 . . . . .	0-1-10
	274/2 . . . . .	0-0-10
	275/3 & 4 . . . . .	0-3-0
	275/5 . . . . .	0-1-0
Chak Muhammad Waris	72/3 . . . . .	0-3-10
	73/1 . . . . .	0-3-5
	89 . . . . .	0-1-10
	95 . . . . .	0-1-0
	96 . . . . .	0-1-10
	101 . . . . .	0-1-10
	110 . . . . .	0-1-0
	112 . . . . .	0-2-15
	129/3 . . . . .	0-1-15
Mahuari Taluke	147 . . . . .	0-0-10
Lawayan	148 . . . . .	0-1-0
	149 . . . . .	0-0-10
	152/1 . . . . .	0-3-10
	152/3 . . . . .	0-2-10
	154/1 . . . . .	0-3-5
	163 . . . . .	0-4-0
	168 . . . . .	0-0-10
	169/2 . . . . .	0-4-5
	239 . . . . .	0-5-10
	241 . . . . .	0-2-10
	242 . . . . .	0-1-15
	243 . . . . .	0-5-0
	244 . . . . .	0-0-10
	258 . . . . .	0-1-0
	261/2 . . . . .	0-1-5
	262 . . . . .	0-5-10
	264/1 . . . . .	0-3-10
	264/2 . . . . .	0-4-15
	277 . . . . .	0-4-10
	281 . . . . .	0-0-5
	320 . . . . .	0-7-0
	326 . . . . .	0-1-10
	334 . . . . .	0-5-10
	337 . . . . .	0-6-0

Village	Survey Plot No.	Extent B-B-B
Bharauha	69 . . . . .	0-0-5
	86/2 & 3 . . . . .	0-6-0
	89/2 . . . . .	0-0-5
Chak Durga Dutt	63/1 . . . . .	0-0-10
Dadari Taluk	258/1 . . . . .	0-0-15
Naini Dadari	264/11 . . . . .	0-6-10
	264/16 . . . . .	0-1-10
	264/19 . . . . .	0-1-10
Chak Kazi	4 . . . . .	0-7-10
	22 . . . . .	0-0-13
	23 . . . . .	0-2-0
	24 . . . . .	0-5-10
	26/1 . . . . .	0-5-5
	26/2 . . . . .	0-0-5
	30 . . . . .	0-2-0
Chak Ataullah	49 . . . . .	0-1-0
	50 . . . . .	0-7-15
	51 . . . . .	0-2-10
Chak Muinuddinpur	46/1 . . . . .	0-0-15
	51 . . . . .	0-2-0

[No. F. 31(50)63-ONG/IOC/Vol 10/(a)

**S.O.1137.**—In the schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1805 dated the 18th May, 1964 published in the Gazette of India Part II, Section 3, Sub-Section (ii) dated the 30th May, 1964, the following may be deleted:—

Village	Survey Plot No.	Extent B-B-B
Chaka	24 . . . . .	0-4-10
	25/1 . . . . .	0-3-10
	30 . . . . .	0-5-15
	276/1 . . . . .	0-0-10
	277 . . . . .	0-0-15
	279 . . . . .	0-2-10
	319 . . . . .	0-2-10
	321M . . . . .	0-0-5
	322M . . . . .	0-3-15
	342M . . . . .	0-6-0
	347/1M . . . . .	0-2-6
	349 . . . . .	0-1-5

Village	Survey Plot No.	Extent B-B-B
	351	0-2-5
	358	0-2-0
	360	0-6-15
	367/1	0-1-0
	367/2	0-1-5
	368	0-0-10
	371	0-2-15
	373/1	0-1-15
	517	0-0-5
	703/14	0-0-5
	704	0-0-5
Mahewa Patti Poorab	90/1	0-0-10

[No. F. 31(50)63-ONG/IOC/Vol. 10/(b)].

**S.O.1138**—In the schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3031 dated the 24th August, 1964 published in the Gazette of India Part II, Section 3, Sub-Section (ii) dated the 5th September, 1964 the following may be deleted:—

Village	Survey Plot No.	Extent B-B-B
Indalpur	20	0-1-15
	90	0-4-10
	91	0-1-10

[No. F. 31 (50)63-OR/IOC/Vol. 10(c)]

**S.O.1139**—In the schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2724 dated the 29th July, 1964 published in the Gazette of India Part II, Section 3, Sub-Section (ii) dated the 8th August, 1964, the following may be deleted:

Village	Survey Plot No.	Extent B-B-B
Kachari	153	0-1-15
	191	0-1-0
	201/2	0-7-0
	229	0-1-0
	253/2	0-0-5

[No. F. 31 (50)63-OR/IOC/Vol. 10(d).]

P. P. GUPTA, Under Secy.

## MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

## (Department of Agriculture)

New Delhi, the 14th March 1968

**S.O. 1140.**—The following draft of amendments to the Arecanuts Grading and Marking Rules, 1952 which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 20th April, 1968.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

## Draft Rules

1. These rules may be called the Arecanuts Grading and Marking (Amendment) Rules, 1968.

2. In the Arecanuts (Grading and Marking) Rules, 1952 for Schedule I, the following Schedule shall be substituted, namely:—

## SCHEDULE I

(See Rule 3)

*Grade designation and definition of quality of whole dried arecanuts or betel nuts (Kottapak) produced in India*

Grade Designation	Special Characteristics					Central Characteristics
	Diameter*	Minimum percentage of Topiwali Nuts**	Colour of Pitch	Damage nuts		
			Copra white	Yellowish brown	Maximum percentage	
<b>Moti Special</b>	25 m.m. and over but not exceeding 30 m.m.	75	90	Nil	1	The arecanuts shall be whole, fully Husked, of light colour,
A. I.	—Do—	40	60	10	1	reasonably well
A. II.	—Do—	10	10	60	2	matured, free
<b>Srivardhan Special</b>	23 m.m. and over but not less than 25 m.m.	75	90	Nil	1	from blemish, cracks, fissure, shrinkage, and shall not be
A. I.	—Do—	40	60	10	1	hollow inside.
A. II.	—Do—	10	10	60	1	The arecanuts shall not be worm eaten or otherwise damaged from outside or inside.
<b>Mnagar Special</b>	20 m.m. and over but less than 23 m.m.	75	90	Nil	1	
A. I.	—Do—	40	60	10	1	
A. II.	—Do—	10	10	60	1	

1	2	3	4	5	6	7
Jeeni Special .	Under 20 m.m.	75	90	Nil	1	
A. I. .	—do—	40	60	Nil	1	
A. II. .	—do—	10	10	60	1	
Mettuppalayam Special	19 m.m. and over but less than 23 m.m.	Nil	90	Nil	1	
A. I. .	15 m.m. and over but less than 19 m.m.	Nil	60	10	1½	
A. II. .	12 m.m. and over but less than 15 m.m.	Nil	60	10	2	
Pooja Special .	Under 12 m.m.	Nil	90	Nil	1	
Koka Special .	19 m.m. and over but not exceeding 23 m.m.	Nil	90	10	2	The arecanuts shall be whole and may be slightly immature.
A. I. .	13 m.m. and over but not exceeding 19 m.m.	Nil	60	20	3	Small cracks & fissures allowed. Slight shrinkage is also permitted. Except in A. I. grade adherent skin is not permitted.

Note :—\*To allow for accidental errors in grading 5 percent of the nuts of the next lower or higher grade shall be permitted.

\*\*A nut having a portion of its endocarp adhering to it.

\*\*\*Damaged nuts include cracked and broken nuts, oversize nuts (Bomba) pieces, nuts not fully husked and those the pith (bhong) of which is black or otherwise damaged by moulds, insects, etc.”

[No. F. 13-8/68-LA].

V. S. NIGAM, Under Secy.

## MINISTRY OF HEALTH, FAMILY PLANNING & URBAN DEVELOPMENT

(Department of Health)

### ORDER

New Delhi, the 20th March 1968

S.O. 1141.—Whereas the Government of India in the late Ministry of Health has, by notification No. 16-5162:MI, dated the 23rd July, 1962, made, in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification “M.D.” awarded by the University of Georgetown, Washington, United States of America for the purposes of the said Act:

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period from the 1st January, 1967, to the 31st December, 1968, or so long as Dr. (Miss) Eileen Niedfield, who possesses the said qualification, continues to work in the Holy Family Hospital, Mandar, Ranchi District to which she is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the

period to which the medical practice of the said Dr. (Miss) Eileen Niedfield shall be limited provided that the said doctor continues to be enrolled as a medical practitioner for the said period in accordance with the law regulating the registration of medical practitioners in her country.

[No. F. 19-6/68-MPT.]

L. K. MURTHY, Under Secy.

### MINISTRY OF TRANSPORT AND SHIPPING

(Transport Wing)

MERCHANT SHIPPING)

New Delhi, the 20th March 1968

**S.O. 1142.**—In pursuance of clause (a) of sub-section (1) of section 283 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby declares that the Government of the Maldives Islands have accepted the Safety Convention as defined in clause (37) of section 3 of the said Act that is to say, the Convention for the Safety of Life at Sea signed in London, on the seventeenth day of June, nineteen hundred and sixty, as amended from time to time.

[No. F. 46-MA(10) 66.]

B. B. LAL, Under Secy.

### DEPARTMENT OF COMMUNICATIONS

(P. and T. Board)

New Delhi, the 14th March 1968

**S.O. 1143.**—In pursuance of para (a) of section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 31st March 1968 as the date on which the Measured Rate System will be introduced in Modinagar Telephone Exchange.

[No. 5-28/68-PHB(3).]

New Delhi, the 21st March 1968

**S.O. 1144.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specified the 16th April 1968, as the date on which the Measured Rate System will be introduced in Tripunithura Telephone Exchange.

[No. 5-32/68-PHB(5).]

D. R. BAHL,  
Asstt. Director General (PHB).

### संचार विभाग

(इंफ्रा-टार बोर्ड)

तर्दा दिल्ली, 14 मार्च 1968।

**एस० ओ० 1145.**—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के तियां अंग 434 के खण्ड III के पंरा (क) के अनुसार

आक-तार महानिदेशक ने मोदी नगर टेलीफोन केन्द्र में 31-3-68 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-28/68-पी० एच० बी० (3).]

नई दिल्ली, 21 मार्च 1968

एस० बी० 1146—स्थायी प्रादेश कमर्शिया 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार आक-तार महानिदेशक ने नियुनिशुरा टेलीफोन केन्द्र में 16-4-68 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-32/68-पी० एच० बी० (5).]

बी० प्रार० बहूल,  
सहायक महानिदेशक (पी० एच० बी०)।

(P. and T. Board)

New Delhi, the 18th March 1968

**S.O. 1147.**—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12, and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Late Ministry of Communications (Posts and Telegraphs) No. S.R.O. 620, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, in Part II-General Central Service, Class III, under the heading "Telegraph Offices under the charge of officers of Telegraph Traffic Service, Class I or Class II, Officers of Telegraph Engineering and Wireless Service, Class II, Telegraph Masters and Telegraphists", in column 1, for the entry "Inspectors of Peons", the entry "Town Inspector, Telegraphs; Telegraph Overseer" shall be substituted.

[No. 44/13/67-Disc.]

D. K. AGARWAL,  
Asstt. Director General.

## MINISTRY OF INFORMATION AND BROADCASTING

### ORDERS

New Delhi, the 18th March 1968

**S.O. 1480.**—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

### THE FIRST SCHEDULE

- (1) Sub-section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

## THE SECOND SCHEDULE

Sl. No.	Title of the Film	Length 35 mm	Name of the Ap- plicant	Name of the Producer	Whether a scientific film or a film intended for educational pur- poses or a film dealing with news and current events or a documentary film.
1	2	3	4	5	6
	Guru Chavi 104.24 M		Director of Information, Government of Gujarat, Ahmedabad-15		Film intended for educational purposes (For release in Gujarat Circuit only).

[No. F. 24/1/68-FP-App. 1238]

New Delhi, the 22nd March 1968

S.O. 1150.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarat to be of the description specified against it in column 6 of the said Second Schedule.

## THE FIRST SCHEDULE

- (1) Sub-section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII).
- (2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

## THE SECOND SCHEDULE

Sl. No.	Title of the Film.	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a docu- mentary film.
1	2	3	4	5	6

1	Mahitichitra No. 92	223.18 M	Director of Information, Govern- ment of Gujarat, Ahmedabad 15	Film dealing with news and current events (For re- lease in Gujarat Circuit only).
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[No. F. 24/1/68-FP-App. 1240].

S.O. 1150.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

## THE FIRST SCHEDULE

(1) In section (4) of the Section 12 and section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952)

(2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953)

## THE SECOND SCHEDULE

Sl. No.	Title of the film	Length in min.	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for edu- cational purposes or a film dealing with news and current events or a docu- mentary film.
1	2	3	4	5	6
1	Lok Raja	304 00 M	Director of Publicity, Govern- ment of Maharashtra Film Centre, 68, Tardeo Road, Bombay-34	Director of Publicity, Govern- ment of Maharashtra Film Centre, 68, Tardeo Road, Bombay-34	Film dealing with news and current events (For re- lease in Maharashtra Circuit only).

[No F 24/1/68-FP-App. 1241].

BANU RAM AGGARWAL, Under Secy.

## MINISTRY OF LABOUR, EMPLOYMENT &amp; REHABILITATION

## (Department of Labour and Employment)

New Delhi, the 16th March 1968

**S.O. 1151/PWA/Sec. 14/Mines/Oilfields/Air Transport Services.**—In exercise of the powers conferred by sub-section (3) of section 14, read with section 24 of the Payment of Wages Act, 1936 (4 of 1936), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1099, dated the 23rd March 1967, the Central Government hereby appoints the officers mentioned in column (2) of the Table below to be Inspectors for the purposes of the said Act, and directs that they shall exercise their functions within the local limits of the areas specified against them in column (3) thereof, in respect of all mines, oilfields and air transport services to which the said Act applies, namely—

## TABLE

No.	Officer	Area.
(1)	(2)	(3)
I.	1 Chief Labour Commissioner (Central), New Delhi. 2 Deputy Chief Labour Commissioner (Central), New Delhi. 3 Director, Central Institute of Training in Industrial Relation, New Delhi. 4 Deputy Director, Central Institute of Training in Industrial Relations, New Delhi.	Whole of India except the State of Jammu and Kashmir.

(1)	(2)	(3)
5	Officer on Special Duty, in the office of the Chief Labour Commissioner (Central), New Delhi.	
6	Regional Labour Commissioners (Central), New Delhi.	
7	Welfare Adviser to the Chief Labour Commissioner (Central), New Delhi.	
8	Assistant Labour Commissioners (Central), New Delhi.	
9	Assistant Director, Central Institute of Training in Industrial Relations, New Delhi.	
10	Labour Enforcement Officers (Central), New Delhi.	
II.	1 Regional Labour Commissioner (Central), Bombay. 2 All Assistant Labour Commissioners (Central) in the Bombay Region. 3 All Labour Enforcement Officers (Central) in the Bombay Region.	The State of Maharashtra and the Union Territory of Goa, Daman and Diu.
III.	1 Regional Labour Commissioner (Central) Calcutta. 2 All Assistant Labour Commissioners (Central) in the Calcutta Region. 3 All Labour Enforcement Officers (Central) in the Calcutta Region.	The States of West Bengal (excluding the Districts of Burdwan, Birbhum, Bankura and Purulia), Assam and Nagaland and the Union Territories of Manipur and Tripura.
IV.	1 Regional Labour Commissioner, (Central), Madras. 2 All Assistant Labour Commissioners (Central) in the Madras Region. 3 All Labour Enforcement Officers (Central) in the Madras Region.	The States of Madras and Kerala, the Union Territory of Pondicherry.
V.	1 Regional Labour Commissioner (Central), Jabalpur. 2 All Assistant Labour Commissioners (Central) in the Jabalpur Region. 3 All Labour Enforcement Officers (Central) in the Jabalpur Region. 4 All Junior Labour Inspectors (Central) in the Jabalpur Region.	The State of Madhya Pradesh.
VI.	1 Regional Labour Commissioner (Central), Kanpur. 2 All Assistant Labour Commissioners (Central) in the Kanpur Region. 3 All Labour Enforcement Officers (Central) in the Kanpur Region. 4 All Junior Labour Inspectors (Central) in the Kanpur Region.	The States of Uttar Pradesh, Punjab and Haryana and the Union Territories of Delhi, Himachal Pradesh and Chandigarh.
VII.	Deputy Chief Labour Commissioner (Central) Dhanbad.	The States of Bihar, West Bengal, Orissa, Assam, Nagaland and the Union Territories of Manipur and Tripura.
VIII.	1 Regional Labour Commissioner (Central), Dhanbad. 2 All Assistant Labour Commissioners (Central) in the Dhanbad Region. 3 All Labour Enforcement Officers (Central) in the Dhanbad Region. 4 All Junior Labour Inspectors (Central) in the Dhanbad Region.	The State of Bihar.

	(1)	(2)	(3)
IX.	1 Regional Labour Commissioner (Central), Hyderabad. 2 All Assistant Labour Commissioners (Central) in the Hyderabad Region. 3 All Labour Enforcement Officers (Central) in the Hyderabad Region. 4 All Junior Labour Inspectors (Central) in the Hyderabad Region.		The States of Mysore and Andhra Pradesh.
X.	1 Regional Labour Commissioner (Central), Ajmer. 2 All Assistant Labour Commissioners (Central) in the Ajmer Region. 3 All Labour Enforcement Officers (Central) in the Ajmer Region.		The States of Rajasthan and Gujarat.
XI.	1 Regional Labour Commissioner (Central), Asansol. 2 All Assistant Labour Commissioners (Central) in the Asansol Region. 3 All Labour Enforcement Officers (Central) in the Asansol Region. 4 All Junior Labour Inspectors (Central) in the Asansol Region.		The States of Orissa and the Districts of Burdwan, Birbhum, Bankura and Purulia in the State of West Bengal.

[No. 19/6/68-Fac. I]

J. D. TEWARI, Under Secy.

## (Department of Labour and Employment)

New Delhi, the 16th March 1968

**S.O. 1152.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the matter of an application under section 33A of the said Act, from Shri Hira Lal Kanu Miner No. 4 Pit of Pure Kustore Colliery represented by the Secretary, Khan Mazdoor Congress, which was received by the Central Government on the 8th March, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

Dated February 20, 1968

## PRESENT :

Shri G. C. Agarwala—Presiding Officer

COMPLAINT No. CGIT/LC(A) (34) OF 1967 (JABALPUR TRIBUNAL)

COMPLAINT No. 11 OF 1968 (DHANBAD TRIBUNAL)

## PARTIES:

Shri Hira Lal Kanu Miner No. 4 Pit of Pure Kustore Colliery  
Vs.

The Employers of Pure Kustore Colliery of M/s. Pure Kustore Collieries Ltd., P.O. Kusunda, Distt. Dhanbad.

## APPEARANCES:

For Workman—

(1) Shri Hiralal Kanoo

(2) Shri Prasant Burman Secretary, Khan Mazdoor Congress.

For Opp. Party—

Shri S. S. Mukherjee, Executive Member, Raniganj Chamber of Commerce.

INDUSTRY: Coal Mine

DISTRICT: Dhanbad (Bihar)

## ORDER/AWARD

This is an complaint under Section 33-A I.D. Act filed by one Shri Hirbalal Kanoo who was a Miner in Pit No. 4 of the Pure Kustore Colliery of the opposite party and who has been dismissed by an order of the opposite party dated 11th March, 1965, during the pendency of a reference number 30 of 1964 (Dhanbad Tribunal) which on transfer to this Tribunal was numbered CGIT/LC(R)(16)/67. By the order of the Ministry transferring certain references under Section 10 I.D. Act to this Tribunal including present case No. CGIT/LC(R)(16)/67 all cases arising out of those references under Section 33 and 33-A I.D. Act were also transferred to this Tribunal. That is how this complaint case was also received from the Dhanbad Tribunal on 4th December 1967.

The complainant has contended that he was the Assistant Secretary of Khan Mazdoor Congress Branch of Pure Kustore Colliery and was an active worker of the Union. The management was hostile to the formation of Khan Mazdoor Congress branch and had been patronising another Union, which was a pocket Union of the management. Consequently in order to thwart the efforts and stifle the formation of the Union, the complainant was singled out and two false chargesheets, one dated 4th December 1964 for pillar robbing and another dated 28th December 1964 for misbehaviour and threatened assault on the Mining Sirdar, Shri Haribol Rewani, were cooked up against him and after a show of enquiries on both the chargesheets through the Labour Welfare Officer and without examining witnesses in his presence and affording any opportunity for his defence, he had been dismissed *mala fide* by the management. The opposite party denied the allegations in reply.

The first question to be considered is, whether the complainant was a "concerned workman" in reference case No. 30 of 1964 (Dhanbad Tribunal) CGIT/LC(R)- (16) of 1967 of this Tribunal. This reference case was sponsored by Khan Mazdoor Congress, a fact which is not disputed. The reference related to the termination of services of the 13 workmen. The complainant is a member of the Union branch from its inception as is proved by extracts from Membership Register for the years 1963-64 and 1964-65 (Exhibit W-1). The counterclock receipts, Exhibits W-2, eight in number dated 23rd and 28th December would show that he had been realising subscription from workers as one of the secretaries. In fact he was elected as Assistant Secretary as would appear from the communication of the Union dated 21st September 1964, Exhibit W-4 to the management and with which a list of office-bearers was appended (Exhibit W-5). The Union branch seems to have taken its root only in 1964 with the result that there were inter-union rivalries which resulted in 107 Cr. P.C. proceedings on police report, Certified copies of police report and judgement, Exhibits W-6A and W-6B would show that the complainant was also one of the opposite parties who was proceeded against on the police report. It further appears that the management no doubt backed the rival union, named Workers Union, of which Shri B. N. Giri was Branch Secretary. The Labour Officer who was the Enquiry Officer for enquiries on the chargesheets was a witness against the opposite parties under Section 107 Cr. P.C. That being so, it is manifest that the complainant was an active member and an Assistant Secretary of the Union which sponsored the main reference. On the authority of the Supreme Court case, New India Motors (P) Ltd. Vs. K. T. Morris reported in 1960 (I.I.J.J.-P. 551) and reiterated in Tata Iron and Steel Co. case reported in 1965 (I.I.J.J.-P. 122), it must be held that the complainant was a concerned workman in the reference No. 30 of 1964 (Dhanbad Tribunal) CGIT/LC(R)(16)/67 of this Tribunal. The management, therefore, should have taken approval and they having failed to do so, the present complaint under Section 33-A is maintainable.

Coming to the facts of the case, the first chargesheet dated 4th December 1964 Exhibit E-3 was issued on a report of the Mining Sirdar Haribole Rewani that on 2nd December 1964 during second shift the complainant robbed pillar at East Companion Dip off 11th level. The complainant in reply Exhibit E-4 denied the charge and contended that he was being victimized because of his association with Khan Mazdoor Congress. Before an enquiry could be held, there was another chargesheet dated 28th December 1964 Exhibit E-5 on the report of the Overman Shri S. K. Chaky that on 25th December 1964 he misbehaved with the Mining Sirdar Shri Haribole Rewani and threatened him to assault. On this chargesheet, the complainant was suspended also. The complainant in his reply dated 31st December 1964 again denied the allegation and maintained that he was being victimized. The Labour Welfare Officer, Shri B. Mukherjee held separate enquiries for each chargesheet. For the first chargesheet he held the enquiry on 6th

January 1965 and from the record of proceedings Exhibit E-8, it appears that he examined Haribole Rewani, the Mining Sirdar, Puttarwa Rawani, Line Mazdoor, Shivshankar Ahir bailing Mazdoor, S. K. Chaky Overman, as eye witnesses and the Assistant Manager, Shri N. C. Dutta, who proved that the gallery had been widened. The record shows that the statements were read-over and explained in Hindi to the complainant who refused to cross-examine witnesses and to put his signatures. In the end, the complainant was asked to give his statement but he had nothing more to add than what was stated in his reply dated 10th December 1964. The Enquiry Officer then recorded finding on 12th January 1965 Exhibit E-7 holding the charge proved.

In respect of the second chargesheet, the record of the enquiry proceedings Exhibit E-10 would show that the same Enquiry Officer held the enquiry on 22nd January 1965, recorded the statements of Haribole Rewani Mining Sirdar, H. A. Chaky Overman and Shivdhani Singh Pump Khallasi, as eye witnesses. The complainant as in the previous enquiry did not cross-examine nor affixed his signatures nor produced any defence. The Enquiry Officer on the strength of this evidence of the management found the charge proved in his report dated 25th January 1965 Exhibit E-9. On the basis of these reports, the management passed the order of dismissal in question on 11th March, 1965 with effect from 15th March 1965 (Exhibit E-11). There is however, a slight inaccuracy in the first paragraph wherein it is stated that for chargesheets dated 4th December 1964 and 28th December 1964, a departmental enquiry was held in his presence on 6th January 1965. Actually enquiry on 6th January 1965 was held in respect of chargesheet dated 4th December 1964 and for chargesheet dated 28th December 1964, the enquiry was held on 22nd January 1965. The material question to be determined however is whether these enquiries were *bona fide* as claimed by the management or were faked up as contended by the complainant. For the management, besides filing the record of proceedings, the Enquiry Officer filed an affidavit and tendered himself for cross-examination. Nothing was elicited in cross-examination to doubt his testimony that the witnesses were not examined in presence of the complainant and that the complainant wanted to examine defence witnesses, but he refused to examine them.

The complainant in his evidence admitted that he received two chargesheets and enquiries were held on two separate dates. He, however, complained that the witnesses of the management were not examined in his presence and although he had taken witnesses yet his witnesses were not examined. Admittedly he was present on both dates of enquiry. The probable course of events must also have been that witnesses were examined in his presence. It does not stand to reason why the Enquiry Officer should not have done so. Significantly the complainant admitted that he did not complain in writing to any authority not even to the Union, that the witnesses were not examined in his presence and his own witnesses were not examined by the Enquiry Officer. As an important office-bearer of the Union, he would have raised a hue and cry over the subject and could not be expected to have submitted to this injustice meekly, had it been so. After the dismissal order at least, it was but natural to expect that if there had been any truth in what is contended now, he must have made a complaint about it earlier either to the management itself or to the Union or to the conciliation authorities. The fact was not even mentioned specifically in the complaint which initiated these proceedings. In para 5 of the complaint all that is stated is "without holding proper enquiry and without establishing the misconduct by adducing independent witnesses, the opposite party has acted in breach of the principles of natural justice". There is not the slightest indication in the complaint that witnesses of the management were not examined in his presence and his own witnesses were not examined by the Enquiry Officer.

The complainant to support the case examined two witnesses whose evidence needs attention. Haribole Rewani W.W. 2, the Mining Sirdar on whose report chargesheet dated 4th December 1964 was issued and who was victim of misbehaviour and threat of assault in respect of which the other chargesheet was issued on the report of Overman Shri H. K. Chaky, curiously appeared for the complainant as W.W. 2. He stated that he signed the enquiry proceedings on both dates without knowing the contents at the instance of the Labour Welfare Officer and Hirralal Kanoo was not there at that time. He further stated that he did not know English. This is wrong as he signed the statements in quite legible English. The reason for his changing the sides and appearing for the complainant is evident. He has resigned by letter dated 12th July 1967 for unknown reason (Exhibit E-2) and has therefore no association with the employers. He had the impunity of even denying his own report and signature on Exhibit E-1 on the basis of which the chargesheet dated 4th December 1964

was issued. He is wholly an untruthful witness and no reliance can be placed on his testimony.

Gangahari W.W. 4 stated that Hiralal Kanoo had taken him as witness in the enquiry on a chargesheet which was held by Shri Mukerjee, but his statement was not taken and he was not called inside. He could not fix the enquiry out of the two chargesheets. He admitted that no complaint was made to anyone about it. He has an evident grouse against the management as he admitted to have been chargesheeted by the company a number of times and in respect of the last chargesheet, he was suspended for 9 days. His evidence, therefore, does not inspire confidence. The case of the complainant that no *bona fide* enquiry was held must therefore be rejected. The evidence on both the chargesheets justified the Enquiry Officer to find the charges proved and the management was justified in passing an order of dismissal.

The result is that there is no merit in the complaint so far as the order of dismissal is concerned. The failure of the management to comply with the provisions of Section 33(2)(b) I.D. Act was, however, a technical breach as held in *Equitable Coal Co. Ltd. Vs. Algu Singh*, reported in 1958 (I) LLJ p. 793 and *Kalyani Vs. Air France* reported in 1963 (I) LLJ p. 679. The only relief which the complainant can get in these proceedings is one month's wages which the employers were required to pay under proviso to Section 33(2)(b) I.D. Act had they so applied.

It is, therefore, ordered that the complainant shall be paid one month's wages by the employers. No order for costs. Since the order amounts to an award it shall be sent to the Ministry for publication.

Sd/- G. C. AGARWALA,  
Presiding Officer.  
20-2-68.  
[No. 2/28/64-LRII.]

New Delhi, the 19th March 1968

**S.O. 1153.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Kenduadih Colliery (10th Seam-6 and 8 Pits) of Messrs East Indian Coal Company Limited, Post Office Jealgora, (Dhanbad) and their contractors and constituted attorney, Messrs East Bulliaree/Kenduadih Colliery Company (Private) Limited Post Office Kusunda (Dhanbad) of the one part and their workmen of other part which was received by the Central Government on the 13th March, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR COURT, JABALPUR.**

Dated March 1, 1968

**PRESENT:**

Sri G. C. Agarwala—Presiding Officer.

**CASE REF. NO. CGIT/LC(R) (103) /1967 (DHANBAD TRIBUNAL).**

**CASE REF. NO. 133 OF 1964 (DHANBAD TRIBUNAL).**

**PARTIES:**

Employers in relation to

Kenduadih Colliery (10th Seam-6&8 Pits) of M/s. East Indian Coal Company Ltd., P.O. Jealgora (Dhanbad) and their contractors and constituted attorney, M/s. East Bulliaree/Kenduadih Colliery Co. (P) Ltd., P.O. Kusunda

VS.

Their Workmen represented through Koila Mazdoor Panchayat, P.O. Jharia (Dhanbad).

**APPEARANCES:**

For employers—Sri B. P. Dabral for East Bulliaree Kenduadih Colliery Co. Ltd., and Sri J. N. P. Sahi for East Indian Coal Co.

For workmen—Sri S. K. Sharma, Vice President of the Union.

INDUSTRY: Coal Mine

DISTRICT: Dhanbad (Bihar)

## AWARD

By Notification No. 2/87/64-LRII dated 28th November 1964, the following matter of dispute as stated in the schedule to the order of reference was referred to the Central Government Industrial Tribunal, Dhanbad, for adjudication and from where it was transferred to this Court *vide* Notification No. 8/25/67-LRII dated April 25, 1967:

*Matter of Dispute*

Whether all or any of the workmen of Kenduadih Colliery (10th Seam-6 & 8 Pits) of Messrs East Indian Coal Company Limited, Post Office Jealgora (Dhanbad) and their contractors and constituted attorney, Messrs East Bulliaree/Kenduadih Colliery Company (P) Limited, Post Office Kusunda (Dhanbad) are entitled to the payment of sick khoraki, whenever they fall sick while in employment irrespective of any conditions and qualifications for eligibility? If not, what should be the conditions governing the grant of sick khoraki to the workmen? To what relief are the workmen or any of them entitled?

2. Kenduadih Colliery is owned by East Bulliaree Kenduadih Colliery Co. Ltd., arrayed as employer No. 1 in the order of reference. M/s. East Bulliaree Kenduadih Colliery (P) Ltd., are the Raising and Selling Contractors of the Company with respect to the 10th Seam, 6 & 8 Pits, Sick khoraki or leave with pay on sickness to the workmen is being paid by the contractors subject to entitlement of one year's completed service. The Koyala Mazdoor Panchayat raised a dispute that there should be no qualifying eligibility for payment to sick khoraki. The conciliation having failed to resolve the dispute resulted in this reference.

3. The Union and the East Bulliaree and Kenduadih Colliery Co. (P) Ltd., hereinafter called the contractors, filed their statements of claim before the Dhanbad Tribunal. M/s. East Indian Coal Company Limited to be hereinafter called as Company, filed their statements of claim before this Tribunal. The company contended that they have not been arrayed as a party to the reference and have nothing to do with the dispute as the workmen in these pits are employees of the Contractors. The Contractors admitted this position. They, however, maintained that the question of payment of sick khoraki is a general question affecting the coal mining industry as a whole and therefore reference in respect of a particular establishment is unfair and invalid. For merits of the dispute, it was stated that the payment of sick khoraki to workers who had completed in one year's continuous service was a reasonable and just condition and was also in consonance with the prevailing practice in other collieries and the Mines Act. The Union, however, maintained that such a condition was unreasonable and is not warranted by previous awards in respect of some of the collieries.

4. On preliminary hearing rendered in the case at camp Allahabad on 23rd June 1967, the following two issues were framed:—

*Issues*

1. Whether the reference being of a general nature would affect the industry as a whole and is therefore bad in law?
2. Whether the conditions of one year's qualifying service for entitlement of sick khoraki is reasonable and the employers are entitled to insist thereon.

The principle contesting party is the Contractors and the Union. Both these parties filed certain documents which had been admitted and accepted. No oral evidence was adduced in the case.

*Findings:*

**Issue No. 1.** The contentions of the Contractors that the reference is of a general nature and is invalid in law cannot be sustained. The question may be such which affects other collieries also but that does not mean that the Government is precluded from making a reference in relation to a particular colliery when a dispute has been raised for one particular colliery. If such an argument advanced by the employers were to be accepted it would imply that the Government would not be able to make a reference on a point of general matter like wages, leave,

or other conditions of service of any Colliery. The objection, therefore, must be overruled.

**Issue No. 2:** The question of payment of sick khoraki came up as far back as 1947 before the Conciliation Board constituted for the coal industry. The observations of the Board were that certain units were already paying sick khoraki to their workmen. It was, therefore, recommended that the system should be extended and other collieries should also fall in line. There was no question whether any qualifying period should be attached for entitlement to this benefit. Various managements accepted this recommendation and started paying sick khoraki to their workmen in accordance with their own rules in the matter, there having been no law on the point. The matter was again agitated before the Arbitrator, Sri A. Das Gupta, but because of jurisdictional difficulties the learned Arbitrator could not see his way to direct those collieries which did not pay sick khoraki to make such payment. He, however, made an observation that "sick leave can no longer be called a generous gift of the employers out of charity". The question of qualifying period for the entitlement was, however, not considered. He only made direction in respect of the quantum of payment for those units where sick khoraki was being paid whether a qualifying period should or should not be attached for payment of sick khoraki, there are two views on the question. One view as enunciated by Industrial Tribunal, Calcutta in Ref. 8 of 1961, award dated 20th November, 1961, is that there should be no restriction. In paragraph 10 of the award he made the following observation.—

"A workman is not expected to remain fit all throughout and that is why provision is made for sick leave and sick khoraki. Again a person cannot be certain that he could not fall ill during the first year of his service. Sickness is not a matter of one's choice, nor does one get advance intimation or notice about it. To refuse sick khoraki to a person during the first year of his service would not be fair. A person would be in greater need of money when he falls sick. Whether the sickness is in the first year of service or in later years would and should make no difference. I think that the benefit of sick khoraki should be given to a person irrespective of the length of his service."

Another view is that if no condition is attached for entitlement of payment of sick khoraki, it may lead to abuse of the benefit. This was the view which was taken by the Chief Labour Commissioner acting as an Appellate Authority in respect of the Standing Orders of Murulidih Colliery in his order dated 25th September, 1962 (Ex. E/3). He made the following observations in paragraph 5:—

"I am of the view that the provision made in the Model Standing Orders is reasonable and fair and there is no special reason in respect of this colliery for departing from this provision.

I have checked up and I find that provisions similar to that in the Model Standing Orders has been certified by the Certifying Officers in respect of a number of collieries. The Tribunal finding referred to by the union representative are on two isolated disputes whereas here we are dealing with the Standing Orders based on the provisions of the Model Standing Orders. Here the Model Standing Orders as a whole has to be taken into consideration (as it has been prepared after consulting all the parties) and unless there are very strong reasons in any particular colliery for departing from the Model, it would not be fair or proper for either party to make changes here and there unnecessarily. Since the employer has not objected to the incorporation of any provisions of the Model Standing Orders, I think they are justified in pressing that this clause should be in line with the Model Standing Orders as there are no special grounds for deviation in respect of this colliery. I am inclined to agree with the management that unless a qualifying period of service is provided for, it may lead to abuses. The new entrant may be in service for a very short period, enjoy this privilege and then leave the colliery. A qualifying period of service establishes the bona fide of the worker and develop in him a sense of belonging to the establishments thereby acquiring a right to this privilege. I, therefore, hold that the words deleted from clause 10(c) of the Draft Standing Orders submitted by the employer should be restored".

It may be mentioned that the Model Standing Orders as they stood at that time in Cl. 10(c) prescribed the qualifying period of 12 months continuous service for entitlement of sick khoraki. The Standing Orders have now been revised and the entire clause for entitlement of sick khoraki with or without a qualifying period has been deleted (*vide* Gazette of India dated September 17, 1966/Bhadra 26, 1888 Saka, page 1588). In other words, the payment of sick khoraki even with a qualifying period has now been left to be determined on the basis of contract or usage. A benefit conferred before the modification of the Standing Orders under statute has now been withdrawn. In a case Ref. No. 87 of 1961 of Dhanbad Tribunal decided on 14th May, 1963 and published in Gazette dated September 21, 1963/Bhadra 30, 1885 Saka at page 3445, the learned Presiding Officer, Sri Raj Kishore Prasad, while reviewing the previous awards and allowing sick khoraki in paragraph 38 observed that "conditions governing the grant of such sick leave mentioned in para 10(c) of the Model Standing Orders for Coal Mining Industry seem to be reasonable and should be accepted." It follows, therefore, that divergent views have been taken by the Tribunals on the question of eligibility. The Wage Board for the Coal Mining Industry did not consider the question specifically about the qualifying period for entitlement. It is a universal accepted principle that a general question affecting a particular industry should be viewed in a general way so that the various units of an industry should be placed more or less on an equal footing. It cannot be denied that there is no universal practice in this respect and it would be unfair to impose a condition on one establishment without doing so for others. The Model Standing Orders when the reference was made contained the qualifying clause. The minutes of discussions of the Industrial Committee on Coal Mining held in June 1963 (Ex. L/2) would show that the unions till then had not objected to this particular condition being retained in the Model Standing Orders. It was only later on that the unions wanted no conditions to be imposed. For entitlement of a benefit, it is necessary that one must fulfil certain conditions. It may be remembered that for all entitlements like annual leave with wages under Section 52 of the Mines Act, retrenchment and lay-off compensation etc. a qualifying period of one year's service has been recognised under statute for a worker, and there is no reason why for sick khoraki no such conditions should be allowed to stay.

*Decision:*

Considering, therefore, the various aspect of the matter, I came to the conclusion that payment of sick khoraki without any qualifying period for eligibility is not a just demand of the workmen. The employers have no objection to payment of sick khoraki after the qualifying period of one year's service. The year is to be computed in accordance with Section 51 of the Mines Act. The reference is answered accordingly. Such payment shall be made in accordance with Cl. 10(c) of the Model Standing Orders for the Coal Mining Industry before the deletion of the clause by Gazette Notification dated 17th September, 1966/Bhadra 26, 1888.

No order for costs.

Sd/- G. C. AGARWALA,  
Presiding Officer.  
1-3-68.

[No. 2/87/64-LRII.]

New Delhi, the 21st March 1968

**S.O. 1154.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri P. C. Rai, Arbitrator in the dispute between the management of Banki Colliery of Natioal Coal Development Corporation Limited, Post Office Banki Mogra (District Bilaspur), and their workmen represented by the M.P. Colliery Workers' Federation (INTUC) Post Office Banki Mogra, District Bilaspur, which was received by the Central Government on the 18th March, 1968.

Arbitration Award of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur in the case of Shri Amol Das s/o Daya Das, General Mazdoor Cat. I of Banki Colliery of N.C.D.C. Ltd.

RLC File No. J-84(77)/67.

M/L&E File No. 5/71/67-LR.II.

PRESENT:

Shri P. C. Rai, Regional Labour Commissioner(C), Arbitrator.

*Representing Employers*—Shri S. P. Mathur, Deputy Superintendent of Collieries Banki Colliery of M/s. N.C.D.C. Ltd. P.O. Banki Mogra, Distt. Bilaspur, M.P.

*Representing Workmen*—(1) Shri Rambilas Sobhnath, Secretary, M. P. Colliery Workers' Federation, P.O. Banki Mogra, Distt. Bilaspur

(2) Shri L. K. Paswan, Secretary, M. P. Colliery Workers Federation, P.O. Surakhachhar Colly. Distt. Bilaspur, M.P.

Ministry of Labour, Employment & Rehabilitation, Deptt. of Labour & Employment, by notification No. 5/71/67-LR.II dated 2nd December, 1967 published an order in the Gazette of India, which included an agreement under Section 10-A of the Industrial Disputes Act 1947. By this order the dispute was referred to my arbitration. The following is the relevant portion of the agreement:—

"It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

(i) *Specific matters in dispute.*—

(I) Whether the Madhya Pradesh Colliery Workers' Federation is competent to raise the dispute specified in item II below?

(II) If so, whether the retrenchment of Shri Amol Das s/o Daya Das, General Mazdur Cat. I, w.e.f. 8th August 1967 was legal and justified? If not, to what relief is he entitled?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Banki Mogra (Dist. Bilaspur), M.P. and their workmen represented by the M.P. Colliery Workers' Federation, P.O. Banki Mogra (Dist. Bilaspur), M.P.

(iii) Name of the union, if any, representing the workmen in question.

Madhya Pradesh Colliery Workers' Federation, P.O. Banki Mogra (Dist. Bilaspur), M.P.

(iv) Total number of workmen employed in the undertaking affected.  
1260.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

1.

We further agree that the decision of the Arbitrator shall be binding on us. The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration."

In response to my request, the management of Banki Colliery of N.C.D.C. Ltd., submitted their written statements on 13-12-67 and 3-1-68 and the M.P. Colliery Workers' Federation submitted their written statement on 14-12-1967. Hearings in this case was fixed on 23-12-67, 27-12-67, 11-1-68, 15-1-68, 19-1-68 and the final hearing took place on 6-2-68 in the Asstt. Labour Commissioner(C)'s Office at Bilaspur. The parties also submitted a joint application agreeing that the arbitration award in the case may be given by 15-3-68. At the hearing on 6-2-68, the management challenged that Shri Amol Das was not the member of the union. The union produced a register which indicated counterfoil numbers against the name of Shri Amol Das but the management challenged that this was a fake register and accordingly the union was requested to produce counterfoils of receipts for membership subscription paid by Shri Amol Das but the union did not produce the same and was not in a position to adduce any other evidence to support that Shri Amol Das was member of the union. Later on, Shri Ram Bilas presented a petition after

the hearing that he wanted to withdraw the case. I hold that the M.P. Colliery Workers Federation was not competent to represent this case. In these circumstances, regarding item II of the specific matter in dispute, I give no award.

Sd./- P. C. RAI.

14-3-68.

Regional Labour Commissioner (Central),

Jabalpur

Arbitrator

[No 5/71/67-LRII.]

**S.O. 1155.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri P. C. Rai, Arbitrator in the dispute between the management of Banki Colliery of National Coal Development Corporation Limited, Post Office Banki Mogra (District Bilaspur) and their workmen represented by the M.P. Colliery Workers' Federation (INTUC) Post Office Banki Mogra, (District Bilaspur), which was received by the Central Government on the 18th March, 1968.

Arbitration Award of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur in the case of S/Shri Chuna Prasad and Krishna Dutta, Watchmen of Banki Colliery of N.C.D.C. Ltd.,

RLC File No. J-84(78)/67.

M/L&E File No. 5/70/67-LRII.

PRESENT:

Shri P. C. Rai, Regional Labour Commissioner (C), Arbitrator.

*Representing Employers*—Shri S. P. Mathur, Deputy Superintendent of Collieries, Banki Colliery of M/s. N.C.D.C. Ltd. P.O. Banki Mogra, Distt. Bilaspur, M.P.

*Representing Workmen*—(1) Shri Rambilas Sobhnath, Secretary, M. P. Colliery Workers' Federation, P.O. Banki Mogra, Distt. Bilaspur, M.P.

(2) Shri L. K. Paswan, Secretary, M. P. Colliery Workers' Federation, P.O. Surakhachhar Colliery, Distt. Bilaspur, M.P.

Ministry of Labour, Employment & Rehabilitation, Deprt. of Labour & Employment, by Notification No. 5/70/67-LRII, dated 2nd December, 1967 published an order in the Gazette of India, which included an agreement under Section 10-A of the Industrial Disputes Act 1947. By this order the dispute was referred to my arbitration. The following is the relevant portion of the agreement:—

"It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

(i) *Specific matters in dispute.*—

(I) Whether the Madhya Pradesh Colliery Workers' Federation is competent to raise the dispute specified in item II below?

(II) If so, whether the retrenchment of Sarvashri Chuna Prasad and Krishna Dutta, Watchmen, Banki Colliery with effect from 24th August 1967 was legal and justified? If not, to what relief are they entitled?

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Banki Mogra (Dist. Bilaspur), Madhya Pradesh.

(iii) *Name of the union, if any, representing the workmen in question.*—

Madhya Pradesh Colliery Workers' Federation, P.O. Banki Mogra (Dist. Bilaspur).

(iv) *Total number of workmen employed in the undertaking affected.*—  
1250.

(v) *Estimated number of workmen affected or likely to be affected by the dispute.*—

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration."

In response to my request, the Deputy Supdt. of Collieries of N.C.D.C Ltd., and M.P. Colliery Workers Federation submitted their written statements on 5-12-67 & 4-1-68 and 21-12-67 respectively. Hearing in this case was fixed on 23-12-67 but was postponed to 26-12-67. Later on hearings were fixed on 15-1-68, 19-1-68, and final hearing took place on 6-2-68 in Asstt. Labour Commissioner (C)'s office at Bilaspur. It was also agreed that the arbitration award may be given by 15-3-1968 and a joint application was given by the parties. The management submitted in their written statement dated 15-12-67 as follows:-

1. After completing fencing at the mine site and when the construction works at the mine site was over, our requirement of watchmen for guarding property at scattered and un-fenced up places had reduced. As a result of which certain Watchmen had become surplus. N.C.D.C. Ltd., as a whole adopted a policy to give preference to ex-Army personnel for the post of Watchmen. Accordingly, we have retrenched those persons who were not ex-Army personnel or were not Home Guard trained. S/Shri Chuna Prasad and Krishna Dutta were such persons and hence they were retrenched. We do not consider that the act of retrenchment was illegal or unjust.

2. To the best of management's knowledge M.P. Colliery Workers' Federation, Panki Branch cannot validly and legally represent the cases of the above two workmen nor Shri Rambilas Shobhnath is an authorised person to sign agreements.

The union made a submission in their written statement dated 21-12-67 that S/Shri Chuna Prasad and Krishna Dutta were their members and the union furnished the following particulars of their membership record in support of their stand:

Date	Receipt No.	Amount (Rs.)
(i) Shri Chuna Prasad—S/o Tulsiram		
5-12-66	9	0.50
28-2-67	85880	1.00
3-10-66	606	3.50
6-1-67	26330	6.00
13-1-67	86330	1.00
30-5-67	93771	1.00
28-7-67	86192	1.00
(ii) Shri Krishna Dutta—S/o Tilakram		
13-2-66	70875	1.00
9-5-66	56224	1.00
26-5-66	60119	2.00
11-1-67	26342	6.50
11-1-67	26337	4.00
28-7-67	86191	1.00

The management contended that the dates and receipt numbers given by Shri Ram Bilas, Secretary of Branch, it was clear that the membership records of the Union are false and the receipt of an earlier date bears a number which is after the number of the receipt of a later. They also maintained that the retrenchment was just and valid and the persons concerned were not suitable to be employed at Pit-Head Bath Attendants. Moreover, no new man had been employed in that capacity and an old general mazdoor was doing that work.

At the hearing on the 6th February, 1968, I requested the union to produce the records to prove that S/Shri Chuna Prasad and Krishna Dutta were their members. It was necessary to ask for the records as item No. (I) of the specific matters in dispute pertains to the competency of the M.P. Colliery Workers Federation to raise a dispute specified in item No. (II). During the course of hearing on 6-2-68, the representatives of the M.P. Colliery Workers Federation submitted that they were not in a position to produce the counterfoils of receipts for membership subscription which was a very vital matter to determine the membership of a particular person in the dispute. The management challenged that the persons concerned were not the members of this Federation. As the documentary proof i.e. membership register and counterfoils of receipts for membership subscriptions were not produced by the Federation, it was not established that S/Shri Chuna Prasad and Krishna Dutta were the members of the Federation. I gave plenty of opportunity to the Federation to establish by other means that they were members but they were not in a position to do so. In view of position, I am constrained to hold that the M.P. Colliery Workers' Federation is not competent to raise the dispute as specified in the Ministry of Labour, Employment and Rehabilitation (Dept. of Labour and Employment) notification referred above.

In view of this position, the question of giving any award on the retrenchment of S/Shri Chuna Prasad and Krishna Dutta, Watchmen of Banki Colliery of N.C.D.C. Ltd. does not arise and I give no Award.

Sd/- P. C. RAI.

14-3-68.

Regional Labour Commissioner (Central),  
Jabalpur  
Arbitrator.

Jabalpur,

Dated the 14th March, 1968.

[No 5/70/67-LRII ]

**S.O. 1156.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri P.C. Rai, Arbitrator in the dispute between the management of Banki Colliery of National Coal Development Corporation Limited, Post Office Banki Mogra (District Bilaspur) and their workmen represented by the M.P. Colliery Workers' Federation, Banki, Post Office Banki Mogra, District Bilaspur, which was received by the Central Government on the 18th March, 1968.

Arbitration Award of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur in the case of Shri Janakram, Trolley Fitter of Banki Colliery of N.C.D.C. Ltd.

RLC File No. J-84(79)/67.

M/L&E File No. 5/67/67-LRII

PRESNT:

Shri P. C. Rai, Regional Labour Commissioner(C), Arbitrator.

*Representing Employers*—Shri S. P. Mathur, Deputy Superintendent of Collieries Banki Colliery of M/s. N.C.D.C. Ltd. P.O. Banki Mogra, Distt. Bilaspur, M.P.

*Representing Workmen*—(1) Shri Rambilas Sobhnath, Secretary, M. P. Colliery Workers' Federation, P.O. Banki Mogra, Distt. Bilaspur, M.P.

(2) Shri L. K. Paswan, Secretary, M.P. Colliery Workers Federation, P.O. Surakhachhar Colliery, Distt. Bilaspur, M.P.

Ministry of Labour, Employment & Rehabilitation, Dep't. of Labour & Employment, by notification No. 5/67/67-LRII, dated 25th November, 1967 published an order in the Gazette of India, which included an agreement under Section 10-A of the Industrial Disputes Act 1947. By this order the dispute was referred to my arbitration. The following is the relevant portion of the agreement:—

"It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

(i) *Specific matters in dispute.—*

(I) Whether the Madhya Pradesh Colliery Workers' Federation is competent to raise the dispute specified in item II below?

(II) If so, whether the retrenchment of Shri Janakram s/o Baran Singh Markam, Trolley Fitter, Banki Colliery w.e.f. 3rd September, 1966 was legal and justified? If not, to what relief is he entitled?

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Banki Mogra (Dist. Bilaspur), M.P. and their workmen represented by the M.P. Colliery Workers' Federation, P.O. Banki Mogra (Distt. Bilaspur), M.P.

(iii) *Name of the union, if any, representing the workmen in question.*

Madhya Pradesh Colliery Workers' Federation, P.O. Banki Mogra (Dist. Bilaspur), M.P.

(iv) *Total number of workmen employed in the undertaking affected.— 1250.*

(v) *Estimated number of workmen affected or likely to be affected by the dispute—1.*

We further agree that the decision of the Arbitrator shall be binding on us

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration."

In response to my request, written statement were submitted by the management of Banki Colliery of N.C.D.C. Ltd. on 13-12-67 and by the M.P. Colliery Workers' Federation on 4-12-1967. Hearing in this case was fixed on 23-12-67, 19-1-68 and the final hearing took place on 6-2-68 in the Asstt. Labour Commissioner (C)'s office at Bilaspur. The parties also submitted a joint application agreeing that the arbitration award in the case may be given by 15-3-68. The management contended that Shri Janakram was not the member of the Federation. The Union's representatives produced the membership register which showed over-writing by the name of Janak Ram s/o Baran Singh in place of Jagtu Ram s/o Mahesh Ram (said to be Jagtu Ram by the Union Secretary). It was necessary to check the counterfoils of receipts for membership subscription which was not produced by the union. The union's representatives admitted that they are not in a position to produce the counterfoils of receipts for membership subscription in respect of Shri Janakram. The membership register produced by the union was duly signed by me and returned to the union. The union did not produce the subscription books for a conclusive proof that Shri Janakram was the member of the union. I am constrained to hold that in view of the over-writing in the membership register, it is difficult to believe that Shri Janakram was the member of the union. I gave plenty of opportunity to the union to prove by other means if Shri Janakram was the member of the union but the union was not in a position to produce any other document or proof. In these circumstances, I am constrained to hold that Shri Janakram was not the member of the M.P. Colliery Workers' Federation. As such, the M.P. Colliery Workers' Federation was not competent to represent this case. Accordingly, the

question of giving any Award of item (II) in the specific matter in dispute does not arise and I give no award on it.

Sd./- P. C. RAI,  
14-3-1968.

Regional Labour Commissioner (Central),  
Jabalpur  
Arbitrator

Jabalpur.

Dated the 14th March, 1968.

[No. 5/67/67-LRII.]

**S.O. 1157.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur in the matter of an application under section 33-A of the said act filed by Shri Mani Ram of Kurasia Colliery of National Coal Development Corporation Limited, which was received by the Central Government on the 18th March, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

Dated March 7, 1968

PRESENT:

Sri G. C. Agarwala—*Presiding Officer.*

COMPLAINT CASE No. CGIT/LC/(A) (31) OF 1967.

(UNDER SECTION 33-A I.D. ACT)

PARTIES:

Maniram, dismissed employee of Kurasia Colliery, C/o M.P. Colliery Workers Federation, Chirimiri—*Complainant.*

*Versus*

Management in relation to Kurasia Colliery of National Coal Development Corporation Ltd., P.O. Kurasia Colliery, Distt. Surguja, M.P.—*Opp. Party.*

APPEARANCES:

For Complainant—Sri Gulab Gupta, General Secretary, M.P. Colliery Workers Federation, Jabalpur.

For Opp. Party—Sri R. S. Murty, Group Personnel Officer of N.C.D.C. Ltd.

INDUSTRY: COAL MINE

DISTRICT SURGUJA (M.P.)

#### ORDER/AWARD

Sri Mani Ram, the complainant, filed a complaint against the Opp. Party, Management of Kurasia Colliery of N.C.D.C. Ltd., that during the pendency of reference Case No. CGIT/LC(2)/66 in which he was a concerned workman his services were terminated by the Opp. Party. It was contended that he had proceeded on leave and on return from leave without sufficient reasons he was not allowed to rejoin. The Opp. Party opposed the application on various grounds including the fact that the complainant was not a concerned workman in Case No. CGIT/LC(2)/66 and that the relationship of the employer and employee ceased before the transfer of the above referred case from Bombay Tribunal to this Tribunal; therefore the complaint was not entertainable. It was further alleged that there was no contravention of Section 33 I.D. Act as the said section is not attracted because the termination was automatic under the rules of the Corporation by reason of which an employee overstaying leave shall be deemed to have resigned. Various issues were framed in the case on 20th November 1967 which need not be reproduced as on this date when the case came up for hearing, the representative of the complainant, Sri Gulab Gupta, filed an application withdrawing the complaint but reserving his right to raise an industrial dispute. Obviously, he has done so in view of the latest decision of the Hon'ble Supreme Court reported in 1967-II-LLJ p. 883, National Engineering Industries, Ltd., Jaipur Vs. Hanuman. As the complaint is not pressed it is dismissed.

Since the order amounts to an award, it shall be sent to the Ministry for publication.

(Sd.) G. C. AGARWALA,  
Presiding Officer.  
7-3-1968

[No. 5/11/67-LRII.]

## ORDERS

*New Delhi, the 19th March 1968*

**S.O. 1158.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Amlabad Colliery of Messrs Karanchand Thapar and Brothers Private Limited, Central Office Bhowra, Post Office Bhowra (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad constituted under section 7A of the said Act.

## SCHEDULE

Whether the action of the management of Amlabad Colliery of Messrs Karamchand Thapar and Brothers Private Limited, in reverting their workman Shri Bhagwat Dusadh, from Haulage Khalasi to Underground Trammer with effect from the 4th July, 1967 was justified? If not, to what relief is the workman entitled?

[No. 2/22/68-LRII.]

*New Delhi, the 21st March 1968*

**S.O. 1159.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Jhagrakhand Collieries (Private) Limited, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

## SCHEDULE

1. Whether the practice of paying underground allowance with leave wages was in vogue in North, South and West Jhagrakhand Collieries of Messrs Jhagrakhand Collieries (Private) Limited prior to implementation of the Central Wage Board Recommendations? If so, whether the management is justified to stop this practice? If not, to what relief are the workmen entitled?
2. Whether the management of North, South and West Jhagrakhand Collieries of Messrs Jhagrakhand Collieries (Private) Limited is justified in denying concession to its workmen as envisaged in Para 34 of Chapter XIII of the Recommendations of the Central Wage Board for the Coal Mining Industry? If not, to what relief are these workmen entitled?

[No. 5/13/68-LRII.]

**S.O. 1160.**—Whereas by the order of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. 5/13/68-LRII, dated the 21st March, 1968, an industrial dispute between the employers in relation to the management of Messrs Jhagrakhand Collieries (Private) Limited, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh) and their workmen has been referred to the Industrial Tribunal, Jabalpur, for adjudication and it is necessary to prohibit the continuance of the strike in existence in the North, South and West Jhagrakhand Collieries in connection with the said dispute;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby prohibits the continuance of the strike in existence in connection with the said dispute in the industrial establishment.

[No. 5/13/68-LRJI.]

New Delhi, the 22nd March 1968

**S.O. 1181.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ballarpur Colliery, Post Office Ballarpur, District Chanda (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

**SCHEDULE**

Whether the management of Ballarpur Colliery, Post Office Ballarpur, District Chanda (Madhya Pradesh) was justified in retrenching the following ten Coal-cutters without taking into account their past service prior to April 1968, and without payment of full retrenchment compensation:—

Sl. No. Name of the workmen

1. Shri Sunker Ramaya,
2. Shri Galepelli Durga Sailu,
3. Shri Sunker Rajam,
4. Shri Sunker Yankati,
5. Shri Rai Pocha Pocha,
6. Shri Jog Yalla,
7. Shri Sunker Pocham,
8. Shri Panam Samaya,
9. Shri Chirkutota Odeloo, and
10. Shri Bolli Pocha Bhana.

If not, to what relief are the workmen entitled?

(2) Whether the management of Ballarpur Colliery Post Office Ballarpur, District Chanda (Madhya Pradesh) was justified in terminating the services of the following eleven workmen, on the ground of their being found medically unfit:—

Sl. No.	Name	Designation
1.	Shri Malla Narsa	Trammer-cum-Loader
2.	„ Ednoor Yella	Coal-Cutter
3.	„ Samaya Ramaya	Trammer
4.	„ Gundet Narayaya	Trammer-cum-Loader
5.	„ Gaddam Mallaya Pocham	Trammer-cum-Loader
6.	„ Kannor Raja Pocha	Coal-Cutter
7.	„ Kumar Pocha	Coal-Cutter
8.	„ Kalwal Raja Hanmantoo	General Mazdoor
9.	„ Sakharam Ganoo	Timber Mazdoor
10.	„ Bandal Lachma	Dresser
11.	„ Lachman Nago	Dresser

If not, to what relief are the workmen entitled?

[No. 5/59/67—LR II.]

**S.O. 1162.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed:

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad in dismissing Shri Chhedi, Pump Khalasi, with effect from the 1st August, 1967, was justified? If not, to what relief is the workman entitled?

[No. 2/147/67-LRII.]

New Delhi, the 23rd March 1968

**S.O. 1163.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Mahabir Colliery, Post Office Raniganj, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of Mahabir Colliery, Post Office Raniganj, District Burdwan, was justified in dismissing Shri Balkeshwar Rajwar, Pick-Miner, with effect from the 9th October, 1967? If not, to what relief is the workman entitled?

[No. 6/76/67-LRII.]

New Delhi, the 25th March 1968

**S.O. 1164.**—Whereas the employers in relation to Selected Jharia Colliery of Messrs East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia (District Dhanbad) and their workmen, represented by the Colliery Mazdoor Sangh, Dhanbad, have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), for reference to a Tribunal of an industrial dispute that exists between them in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And Whereas the Central Government is satisfied that the said Colliery Mazdoor Sangh represents the majority of the workmen;

Now, Therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the 21st October, 1966 was Paid Festival Holiday and whether the workmen of Selected Jharia Colliery were forced to work on the said 21st October, 1966? If so, to what relief are the workmen entitled?

[No. 1/52/67-LRII.]

BALWANT SINGH, Under Secy.

## (Department of Labour and Employment)

New Delhi, the 18th March 1968

**S.O. 1165.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 31st day of March, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madras, namely:—

I. The area within the Municipal limits of Koilpatti and the area within the revenue village of Ilappaiurani and Thittankulam and

II. The area within the limits of Inam Maniyatehi Panchayat, in Koilpatti, taluk, in Tirunelveli district.

[No. F. 13(10)/68-HI.]

New Delhi, the 19th March 1968

**S.O. 1166.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 31st March, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madras, namely:—

The following revenue villages in the Tirunelveli Taluk of the Tirunelveli district:—

1. Tiruppanikarisalkulam.
2. Kandiaperi
3. Vagalkulam; and
4. Karuvelankulam.

[No. F. 13(6)/68-HI.]

New Delhi, the 23rd March 1968

**S.O. 1167.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 31st day of March, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madras, namely:—

The revenue village of Uthukuli in Pollachi taluk in Coimbatore district.

[No. F. 13(12)/68-HI.]

New Delhi, the 26th March 1968

**S.O. 1168.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employee's State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 31st day of March, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Gujarat, namely:—

- (i) Area within Municipal limits of Jamnagar town, Jamnagar Taluka, district Jamnagar.
- (ii) Area of Jamnagar town outside the Municipal limits and known as Jamnagar (Sini) of Jamnagar Taluka, district Jamnagar;
- (iii) Area of Bedi village of Jamnagar Taluka, district Jamnagar.

[No. F. 13(9)/68-HI.]

DALJIT SINGH, Under Secy.

## (Department of Labour and Employment)

New Delhi, the 19th March 1968

**S.O. 1169.**—In exercise of the powers conferred by section 8 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following rules further to amend the Dock Workers (Advisory Committee) Rules, 1962, namely:—

1. These rules may be called the Dock Workers (Advisory Committee) Amendment Rules, 1968 (first Amendment).

2. In rule 4 of the Dock Workers (Advisory Committee) Rules, 1962, for the words "in the Ministry of Labour and Employment", the words "in the Department of Labour and Employment of the Ministry of Labour, Employment and Rehabilitation of the Government of India or any other officer nominated by that Government" shall be substituted.

[No. 65/2/68-Fac.-II.]

New Delhi, the 20th March 1968

**S.O. 1170.**—The following draft of a scheme further to amend the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957 which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 4th April, 1968.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

## Draft Scheme

1. This Scheme may be called the Madras Unregistered Dock Workers (Regulation of Employment) Second Amendment Scheme, 1968.

2. In the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, (hereinafter referred to as the said Scheme) in clause 3, the following shall be inserted after sub-clause (k):—

(l) "Administrative Body" means, the Administrative Body appointed under clause 6A.

(m) "Labour Officer" means, the Labour Officer appointed under clause 6C."

3. In clause 4 of the said Scheme, after sub-clause (g), the following shall be inserted:—

(h) determining wages in relation to the actual output of work pertaining to the categories of listed workers in different stages and also their allowances and other conditions of service."

4. In clause 5 of the said Scheme, after sub-clause (1)(a), the following shall be inserted; namely:—

"(aa) to ensure that proper and adequate supervision as laid down by the Board over the workers employed on the ships and on shore is provided by the listed employers and that the provisions of the Scheme in regard to the work on vessels and on shore are duly complied with."

5. After clause 6 of the said Scheme, the following clauses shall be inserted, namely:—

**"6-A. Administrative Body.**—The Central Government may, by notification in the Official Gazette, appoint a body consisting of such employers of dock workers as the Central Government may nominate in this behalf to be the Administrative Body for the purpose of carrying on the day-to-day administration of the Scheme."

**"6-B. Functions of the Administrative Body.**—The Administrative Body shall be responsible for the administration of the Scheme, under the control

and supervision of the Chairman and the Board and shall in particular be responsible for—

- (a) the allocation of the listed workers in the pool constituted under clause 9-A who are available for work, to the listed employers and for this purpose, the Administrative Body shall—
  - (i) collect a suitable levy and/or administrative charges for defraying the cost of this Scheme;
  - (ii) collect contribution to the Provident Fund, Insurance Fund, Welfare Fund or any other fund which may be constituted under the Scheme;
  - (iii) be deemed to act as an agent for the listed employer;
  - (iv) make the fullest possible use of the listed workers in each pool; and
  - (v) provide for maintenance of records of employment and earnings;
- (b) the payment, as agent of the listed employer, to each listed dock worker of all earnings due to the worker from the employer;
- (c) authorising the employment of unlisted workers if listed workers are not available for work in the pool(s) or in such circumstances as the Chairman may approve;
- (d) appointing such Officers and servants from time to time as may be necessary with the approval of the Chairman;
- (e) keeping of proper accounts of the cost of operating the Scheme and of all receipts and expenses under it and making and submitting to the Board an annual report and audited balance-sheet; and
- (f) such other functions as may be entrusted to it by the Board."

**6-C. Labour Officer.**—The Administrative Body shall appoint a Labour Officer with the approval of the Board. The Labour Officer shall under the supervision and control of the Administrative Body carry out such functions as may be assigned to him by the Administrative Body consistent with the provisions of the Scheme and shall, in particular, carry out the functions vested in him under clause 14.

6. For clause 7 of the said Scheme, the following clause shall be substituted; namely:—

**"7. Committees.**—The Board may appoint one or more Committees composed of such representatives of dock employers and dock workers to whom this Scheme applies and such other person or persons as may be nominated by the Board to facilitate compliance with or implementation of the provisions of this Scheme and may entrust to such Committee or Committees such of its functions from time to time as it may deem fit. The Board may dissolve or re-constitute such Committee or Committees from time to time as it may deem fit.

Persons who are not members of the Board, may if necessary be nominated as co-opted members of the Committee. Such co-opted members shall, however, not have any right to vote."

**7-A. Classification of workers in the list.**—The Board shall arrange for the classification of listed workers by categories in different pools prescribed under clause 9-A."

7. In clause 8 of the said Scheme, after sub-clause (4), the following clause shall be inserted, namely:—

"(5) Only those listed workers who have already been listed by the Board under clause 9(i) and those workers whose names have been approved by the Board for listing, will be enrolled by the Administrative Body framed under clause 6-A for dock work."

8. In clause 9 of the said Scheme, after sub-clause (2) (vi), the following shall be inserted:—

"vii. For all purposes, the services of a listed worker shall be counted from the date on which the workers had been actually listed by the Board under this Scheme or 1st January, 1961 whichever is later. If a listed worker is transferred or employed by the Administrative Body, his

previous service shall be reckoned for all benefits that may have accrued to the worker, if any, in respect of his previous service as if such service had not been transferred. The employer, shall in particular, transfer to the Administrative Body such amount, if any, as may be outstanding towards the Workers' Provident Fund on the date of such transfer."

9. After clause 9 the following clauses shall be inserted, namely :—

"9-A. *Pool of listed workers.*—For the purpose of allocation of work, the Administrative Body shall constitute three separate pools of workers viz., (i) chipping and painting workers; (ii) workers engaged on shore in handling of coal, ore or chemical manure (including rock phosphate, iron and steel, billets, scrap iron, sulphur in bulk and timber; and (iii) coal stevedoring work on board the ships. Normally, workers from each pool shall be allotted work in rotation for particular category of work relating to that pool. When the work in that category or pool is not available, workers in one pool shall be allotted work in rotation to any other pool. In case of refusal to work in a pool other than their own, the workers shall not be entitled to minimum guarantee and attendance allowance as provided under clause 13-B.

9-B. *Service Records for Listed Workers.*—A service record for every listed worker shall be maintained by the Administrative Body in a form as may be prescribed by the Board which shall contain among other things the complete record of disciplinary actions taken against the worker, promotions, commendation for good work, etc."

10. For clause 10 of the said Scheme the following clauses shall be substituted, namely :—

"10. *Medical Examination.*—If the Administrative Body deems it necessary, a worker shall undergo at the cost of the Administrative Body medical examination by a Medical Officer appointed by the Chairman. If the worker is found permanently unfit, his name shall be removed from the list.

10-A. *Facilities for training.*—The Administrative Body constituted under clause 6-A may make provision for training of suitable listed workers, that it may deem necessary.

10-B. *Holidays.*—Each listed worker shall be entitled in a year to 8 holidays with pay at such rates as may be prescribed by the Board including all such days which shall not exceed 6 in a year as are declared by the Board as closed holidays. Any payment made under this clause shall be exclusive of the payment calculated under clause 13-B.

10-C. *Standing Orders.*—Within one month from the date of formation of the Administrative Body, it shall frame Standing Orders to define with sufficient precision the conditions of employment of the listed labour employed under it. The Standing Orders so framed, shall as far as possible be similar to the Standing Orders, applicable to the Reserve Pool workers of the Madras Dock Labour Board with modifications, additions and alterations wherever necessary to suit the employment conditions of listed labour. The Standing Orders, so framed, shall provide for casual leave, medical leave and earned leave.

10-D. *Certification of Standing Orders.*—Before certification of the Standing Orders by the Certifying Officer as provided under section 5 of the Industrial Employment (Standing Orders) Act, 1946, a copy of the Standing Orders framed under clause 10-D shall be sent by the Administrative Body to the Deputy Chairman who will place it before the Board for its ratification.

10-E. *Provident Fund and Gratuity.*—Listed workers shall be eligible for contributory Provident Fund and Gratuity with effect from the date the listed workers are enrolled by the Administrative Body formed under clause 6-A. Rules for such Provident Fund and Gratuity shall be framed by the Administrative Body and placed before the Madras Dock Labour Board for its ratification, within 3 months from the date of the formation of the Administrative Body."

11. For clause 11 of the said Scheme the following clause shall be substituted; namely:—

“11. *Obligation of listed employers.*—(1) Every listed employer shall be bound by the provisions of this Scheme.

(2) Every listed employer shall pay to the Board such administrative charges as may be fixed by the Board from time to time.

(3) Subject to the provisions of clause 9, a listed employer shall not employ a worker other than a dock worker who has been allocated to him by the Administrative Body in accordance with the provisions of clause 9-A.

(4) A listed employer shall in accordance with the arrangement made by the Administrative Body submit all available information of his current and future labour requirements.

(5) A listed employer shall pay to the Administrative Body in such manner and as such times as the Chairman may direct the amount by way of levy, administrative charges and other charges payable under sub-clause (2) and gross wages due to the dock workers.

(6) A listed employer shall keep such records as the Board may require, and shall produce to the Board or to such persons as may be designated by the Chairman upon reasonable notice all such records and any other documents of any kind relating to listed dock workers and to the work upon which they have been employed and furnish such information relating thereto as may be set out in any notice or direction issued by or on behalf of the Board.

(7) A listed employer shall not pay a listed worker anything in cash or in excess of the wages normally and actually due to the workers.”

12. In clause 12 of the said Scheme,—

(i) for sub-clauses (3) and (4) the following sub-clauses shall be substituted, namely:—

“(3) A listed worker who is available for work shall not engage himself for employment under a listed employer unless he is allocated to that employer by the Administrative Body.

(4) A listed dock worker in the pool who is available for work shall carry out the directions of the Administrative Body and shall—

(a) report at such call stands or control points on such days and at such times as may be specified by the Administrative Body;

(b) accept any employment in connection with dock work whether in the category or pool in which he has been listed or in any other category or pool for which he is considered suitable by the Administrative Body as provided under clause 9-A.”

(ii) after sub-clause (4), the following sub-clause shall be inserted, namely:—

“(5) A listed dock worker who is available for work when allocated by the Administrative Body for employment under a listed employer shall carry out his duties in accordance with the directions of such listed employer or his authorised representative or supervisor and the rules of the port or place where he is working.”

13. After clause 13 of the said Scheme, the following shall be inserted, namely:—

“13-A. *Chairman to evolve Schemes.*—The Chairman may evolve a Scheme or Schemes of payment to the listed workers in relation to the actual output of their work. The Scheme or Schemes shall be considered by the Board in a meeting and, if adopted, shall be submitted to the Central Government for approval. Such a Scheme or Schemes shall come into force from the date which may be approved by the Central Government. Different dates may be fixed in respect of such Schemes governing different categories of listed workers.

(2) If any Scheme or Schemes evolved by the Chairman is not approved by the Board in a meeting, the Chairman shall report the matter to the Central Government forwarding at the same time, a copy of the

Scheme or Schemes for the decision of the Government. The Central Government shall consider the Scheme or Schemes and the views of the members of the Board, and take such decision as may be appropriate. The decision of the Central Government shall be binding on the Board.

(3) Pending formulation of the Scheme as provided in clause 13-A(1), any change or modification in the rate of wages or other emoluments of the listed workers shall be approved by the Board before such changes or modifications in the wage rates or emoluments of listed labour are given effect to.

13-B. *Guaranteed minimum wages in a month.*—(1) A listed worker shall be paid wages at least for 12 days in a month at the wage rate, inclusive of dearness allowance, as prescribed by the Board appropriate to the category or pool to which he belongs or to any other category or pool to which he may be allotted, even though no work is found for him for the minimum number of 12 days in a month. The days on which work is allotted to the worker shall be counted towards the twelve days mentioned above. The guaranteed minimum wages in a month shall be—

- (a) for the number of days for which wages are guaranteed in a month subject to the condition that the worker attended for work on all days of the month as directed by the Administrative Body; or
- (b) proportionate to the number of days on which the worker attended for work provided he was excused from attendance on all the remaining days of the month

(2) Subject to the provisions of sub-clause (1), the minimum number of days in a month for which wages are guaranteed in respect of workers in each pool may be fixed by the Board for each year on the basis of the monthly average employment obtained by the workers in the lowest category of each pool of listed workers separately during the preceding year until the minimum number of days reaches 21; provided that the number so fixed shall not, in any case, be less than the number in the preceding year.

**Note.**—The method of assessing the average employment is detailed in Schedule II to the Madras Dock Workers (Regulation of Employment) Scheme 1966.

(3) The minimum number of days for which wages shall be guaranteed under sub-clauses (1) and (2) above shall not automatically apply to workers in new categories that may be listed after the date of enforcement of the Scheme. The minimum number of days for which wages shall be guaranteed to these categories shall be determined under clause 18(3)(c). The annual revision of the minimum number of days as under sub-clause (2) shall be done independently in their case also.

**Explanation I.**—In sub-clauses (1), (2) and (3) of this clause a 'day' shall mean a 'shift'.

**Explanation II.**—For the purpose of this clause, the expression 'month' shall not include the days of weekly off provided that there is no payment for the day of the weekly off.

13-C. *Attendance Allowance.*—Subject to other conditions of the Scheme, a worker in the pools who is available for work but for whom no work is found shall be paid attendance allowance at the rate of Rs. 1.50 per day for all the days during a calendar month he attended for work as directed by the Administrative Body, provided that the Board may allow payment of attendance allowance at such higher rate not exceeding rupees two as it may deem necessary.

13-D. *Disappointment Money.*—When a worker in the pools presents himself for work and for any reason the work for which he has attended cannot commence or proceed and no alternative work can be found for him and he is relieved within two hours of his attending for work, he shall be entitled to the disappointment money, equal to half the wage inclusive of dearness allowance appropriate to the category to which he belongs. A worker detained for more than two hours shall be paid full time rate wages inclusive of dearness allowance."

14. In clause 14 of the said Scheme, for sub-clause (3) and (4) the following sub-clauses shall be substituted, namely:—

“(3)(i) A listed dock worker in any of the pools or categories constituted under clause 9-A who fails to comply with any of the provisions of the Scheme, or commits any act of indiscipline or misconduct, may be reported against in writing to the Labour Officer.

(ii) The Labour Officer after investigating the matter may give him a warning in writing or suspend him for a period not exceeding seven days.

(4) Where, in a case reported to him under sub-clause (3) of clause 14, the Labour Officer is of opinion that the act of indiscipline or misconduct is so serious that the worker should not be allowed to work any longer, the Labour Officer may, pending investigation of the matter, suspend the worker for a period not exceeding seven days and report immediately to the Deputy Chairman, who after preliminary investigation of the matter shall pass orders thereon whether the worker should, pending final orders, remain suspended or not provided that the total period of such suspension shall not exceed a period of three months.

(5) Where the Deputy Chairman comes to the decision that the order of suspension of the worker pending investigation into the charge of indiscipline or misconduct, as the case may be, ought not have been made, the worker shall be entitled to such payments from the Administrative Body as may be decided by the Deputy Chairman.

(6) Where in the opinion of the Labour Officer higher punishment than that provided in sub-clause (4) is merited, he shall report the case to the Deputy Chairman.

(7) On receipt of the written report from the Labour Officer under sub-clause (6) or from the Administrative Body that a listed dock worker in the pool has failed to comply with any of the provision of the Scheme or has committed an act of indiscipline or misconduct or has consistently failed to produce the standard output or has violated the provisions of the Scheme more than once or has been inefficient in any other manner, the Deputy Chairman may make or cause to be made such further investigation as he may deem fit and thereafter take any of the following steps as regards the worker concerned, that is to say, he may impose any of the following penalties:—

- (a) give him a warning in writing;
- (b) suspend him for a period not exceeding 3 months;
- (c) terminate his services after giving 14 days' notice; or
- (d) dismiss him.

(8) Before any action is taken under this clause the person concerned shall be given an opportunity to show cause why the proposed action should not be taken against him. A copy of the final order shall also be communicated to the persons concerned.

(9) The Administrative Body shall be informed simultaneously about the action taken under this clause.”

15. In clause 15 of the said Scheme, for sub-clause (3) the following sub-clause shall be substituted, namely:—

“(3) Every appeal referred to in sub-clauses (1) and (2) shall be in writing and preferred within 14 days of the order appealed against and the order passed on such appeal shall be final.”

[No. 62/1/68-Fac. II ]

New Delhi, the 21st March 1968

S.O. 1171.—The following draft of a scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of

1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 11th April, 1968.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

#### *Draft Scheme*

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1967.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959 after clause 45, the following new clause shall be inserted:—

*"45-A. Special provision in respect of workers involved in criminal charges:*

Notwithstanding anything contained in the Scheme—

- (i) A worker arrested or detained by the police on a criminal charge (hereinafter referred to as the 'charge') for a period exceeding 48 hours shall be deemed to have been suspended by an order of the Deputy Chairman with effect from the date of detention and shall remain under suspension until further orders. In cases of arrest or detention for a period not exceeding 48 hours the worker may be placed under suspension if the Deputy Chairman thinks fit and proper.
- (ii) If the worker is released on bail the question whether the worker should be allowed to resume duty shall be considered by the Deputy Chairman. While permission to resume duty may be granted where the offence is a trivial or technical one, no such permission shall be granted if there is a serious charge particularly involving moral turpitude and the decision of the Deputy Chairman shall be final.
- (iii) In every such case the Administrative Body shall also ascertain whether the charge relates to his work or position as a dock Worker. If the worker appears to be *prima facie* guilty of misconduct or negligence of duty he should also be proceeded with in accordance with the provisions of the scheme, and such proceedings may ordinarily be undertaken and continued without waiting for the outcome of the Criminal Case.
- (iv) In cases where the charge does not relate to the conduct of the worker as a dock worker, no decision shall be taken till the decision of the criminal court is known. As soon as the decision of the court is known, it shall be communicated to the Deputy Chairman for the issue of orders as to how the worker is to be dealt with.
- (v) If the worker is discharged or honourably acquitted by the Court he shall ordinarily be allowed to resume duty, the period under suspension being treated as a period on duty.
- (vi) If the worker is convicted of a charge which is considered to be of such a nature as to render his further continuance as a dock worker undesirable, the Deputy Chairman may on taking into account the facts and circumstances of the case direct the removal of the name of the worker from the Register. In any other case, the Deputy Chairman may pass such orders as he thinks fit and proper.

[No. 53/22/67-Fac.II.]

**S.O. 1172.**—The following draft of a scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 11th April, 1968.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

*Draft Scheme*

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1967.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956 after clause 45. the following new clause shall be inserted:—

**"45-A. Special provision in respect of workers involved in criminal charges:**  
Notwithstanding anything contained in the Scheme—

- (i) A worker arrested or detained by the police on a criminal charge (hereinafter referred to as the 'charge') for a period exceeding 48 hours shall be deemed to have been suspended by an order of the Deputy Chairman with effect from the date of detention and shall remain under suspension until further orders. In cases of arrest or detention for a period not exceeding 48 hours the worker may be placed under suspension if the Deputy Chairman thinks fit and proper.
- (ii) If the worker is released on bail the question whether the worker should be allowed to resume duty shall be considered by the Deputy Chairman. While permission to resume duty may be granted where the offence is a trivial or technical one, no such permission shall be granted if there is a serious charge particularly involving moral turpitude and the decision of the Deputy Chairman shall be final.
- (iii) In every such case the Administrative Body shall also ascertain whether the charge relates to his work or position as a dock Worker. If the worker appears to be *prima facie* guilty of misconduct or negligence of duty he should also be proceeded with in accordance with the provisions of the scheme, and such proceedings may ordinarily be undertaken and continued without waiting for the outcome of the Criminal Case.
- (iv) In cases where the charge does not relate to the conduct of the worker as a dock worker, no decision shall be taken till the decision of the criminal court is known. As soon as the decision of the court is known, it shall be communicated to the Deputy Chairman for the issue of orders as to how the worker is to be dealt with.
- (v) If the worker is discharged or honourably acquitted by the Court he shall ordinarily be allowed to resume duty, the period under suspension being treated as a period on duty.
- (vi) If the worker is convicted of a charge which is considered to be of such a nature as to render his further continuance as a dock worker undesirable, the Deputy Chairman may on taking into account the facts and circumstances of the case direct the removal of the name of the worker from the Register. In any other case, the Deputy Chairman may pass such orders as he thinks fit and proper.

[No. 53/22/67-Fac.II.]

K. D. HAJELA, Under Secy.

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**(Department of Labour and Employment)**

New Delhi, the 19th March 1968

**S O. 1173.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Noagown Iron Mine of Messrs K. C. Thapper & Brothers (P) Limited, Barbill and their workmen, which was received by the Central Government on the 11th March, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, JABALPUR

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R) (84) OF 1967 (JABALPUR TRIBUNAL)

CASE REF. NO. 45 OF 1966 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to

the Noagown Iron Mine of M/s. K. C. Thapper & Brothers

Vs.

Their workmen, represented through the General Secretary, Keonjhar Mines and Forest Workers' Union, P.O. Barbil, Distt. Keonjhar (Orissa).

APPEARANCES:

For employers.—Shri K. C. Nandkeolyar, Dy. Chief Personnel Officer.

For workmen.—Shri H. Behra, General Secretary, Keonjhar Mines Workers Union, P.O. Barbil.

INDUSTRY : Iron Mine

DISTRICT: Keonjhar (Orissa)

AWARD

By Notification No. 24/7/66-LR-I dated 8th March 1966, the following matter of dispute as stated in the schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad, for adjudication and from where it was transferred to this Tribunal by Notification No. 8/25/67-LR-II dated 25th April, 1967:

*Matter of Dispute*

1. Whether the employers in relation to the Noagown Iron Mine of Messrs. K. C. Thapper & Brothers (Private) Limited, are justified in dismissing Sharvashri Rama Naik and Parameshwar Das from 22nd December, 1965?

2. If not, to what relief are the two workmen entitled?

2. Neither party filed statements of claim before the Dhanbad Tribunal. After transfer to this Tribunal a number of adjournments were taken for filing either statements of claim or rejoinders and ultimately after various dates had been given, pleadings had been obtained and certain issues were framed on 29th August 1967 at camp Ghatsila which need not be reproduced as the workmen absented at the subsequent hearings of this case.

3. At the next hearing rendered at Jamshedpur on 4th October 1967, the Union examined three witnesses, two of whom were workmen concerned and the third was Bansidhar Das. The next date of hearing fixed at camp Puri was 29th December 1967 and inspite of information sent to the Union no one appeared on this date. To be on the safe side, the hearing was adjourned to enable one more chance to the Union to appear and contest. This was on 12th February 1968 at camp Dhanbad. The Union was again found absent and as a matter of abundant caution hearing was again adjourned to 21st February 1968 and of which a telegraphic information was sent to the Union. Despite all this, the Union failed to appear. The management, therefore, was required to file an affidavit of the Enquiry Officer Sri Shiv Shankar Mitra, Welfare Officer of the Murulidih Colliery appeared and filed an affidavit proving the enquiry papers and offered himself for cross-examination. Since, however, none had appeared from the Union side his testimony remains unassailed.

4. The case of the Union was that both these workers were members of this Union, Keonjhar Mines & Forest Workers' Union, which is affiliated to the A.I.T.U.C. and is known as the Red Flag Union. The management was favouring another Union affiliated to the I.N.T.U.C. and is better known as Tri-coloured Union. Because of this these two workers on false charge-sheets and on show of an enquiry were dismissed. The management denied this and contended that both the workmen were charge-sheeted, each by two charge-sheets and after a *bona fide* enquiry they were dismissed.

5. Taking up the case of Sri Parmeshwar Das, there were two charge-sheets, one dated 3rd November 1965 (Charge-sheet No. 1) and the other dated 12th November 1965 (Charge-sheet No. 3). He failed to submit explanations to the charge-sheets within time but he did so on the dates of enquiry. For charge-sheet No. 1, the charge was that he abused in filthy language Sri Kailash Chandra Mahapatra, Supervisor, on 28th October 1965. In respect of this charge-sheet, an enquiry was held on 14th November 1965. From the record of enquiry and the report of the Enquiring Officer, it appears that he examined the complainant Supervisor, Sri Kailash Chandra Mahapatra and two other witnesses. The workmen also examined a few witnesses in defence. The record of proceedings was signed by the workman concerned. The finding of the Enquiring Officer shows that he considered the evidence and recorded a *bona fide* finding. It was admitted by the workman himself that he was an ordinary member of the Union and he had no personal grudge against the Supervisor who only wanted him to become member of the tri-coloured Union.

6. In respect of the charge-sheet dated 12th November 1965 (Charge-sheet No. 3), he was charge-sheeted for the misconduct of abusing and threatening the Manager on 11th November 1965. Inspite of due notice, Sri Parmeshwar Das failed to appear on the date of enquiry which was conducted *ex parte*. The Enquiring Officer examined the Manager, Sri S. N. Mohanty on whose report the charge was framed and three other witnesses to support the charge. He recorded a finding holding the charge proved. The statement of the workman that he appeared on 17th November 1965 with his one witness but he was not permitted to contest the enquiry and his witness was not examined, cannot be believed and the evidence of the Enquiring Officer remains unassailed. There is no substance in the plea of victimisation or the fact that he was not given a reasonable opportunity to defend.

7. Taking up the case of Sri Rama Naik, there were two charge-sheets Nos. 4 and 5 dated 12th November 1965 and 20th November 1965. The charge-sheet dated 12th November 1965 was to the effect that he was reported to have taken away half box of raw material from the measured boxes to get the same credited to his name and when the Mate, Sri Sharad Naik, enquired about it, he abused him filthily. The other charge-sheet dated 20th November 1965 was to the effect that when the same Mate, Sri Sharad Naik, went for checking, he became infuriated on account of the earlier charge-sheet and threatened him that he would kill him. The record of the enquiry shows that he failed to submit an explanation but at the time of enquiry Sri Rama Naik appeared and confessed the guilt. His confessing statement is on record. By reason of this, the Enquiry Officer did not hold any further enquiry into the matter.

8. For the second charge-sheet No. 5 dated 20th November 1965 it appears that on his submitting a reply dated 22nd November 1965 that he may be excused if he had abused the Mate no enquiry was held. There is, however, an error in the order of dismissal that enquiries were held for both the charge-sheets. The affidavit of the Enquiring Officer remains unassailed. The statement of the workman, Sri Rama Naik that his signatures were obtained on blank papers cannot be believed. He was just an ordinary member of the Union and there could be no motive to victimise him.

9. On consideration of the evidence produced by the management and on examining the record of enquiry proceedings and the report of the Enquiring Officer I am satisfied that both the concerned workmen were dismissed after a *bona fide* and proper enquiry and there was no motive of victimisation.

#### Decision.

It is held that the dismissal of both the workmen S/Shri Parmeshwar Das and Rama Naik was justified and they are not entitled to any relief. No order for *costs*.

(Sd.) G. C. AGARWALA,  
Presiding Officer.

29-2-1968

[No. 24/7/66-LRI]

New Delhi, the 20th March 1968

**S.O. 1174.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to Messrs Apolo Marine Syndicate, Calcutta and their workmen represented by the Calcutta Port and Dock Workers' Union, Calcutta which was received by the Central Government on 11th March, 1968.

BEFORE SRI N. K. CHADDHA, ARBITRATOR  
Arbitration in the industrial dispute

BETWEEN

M/s. Apolo Marine Syndicate

AND

Their workmen represented by Calcutta Port & Dock Workers Union, Dock Mazdoor Union.

PRESENT:

Shri N. K. Chaddha, Arbitrator.

APPEARANCES:

For the employer—Sri G. C. Mullick, Partner, (2) Sri D. C. Dhara

For the workmen—Shri D. K. Gunguli, Joint Secretary, Calcutta Port & Dock Workers Union, (2) Sri Provat Sen, Joint Secretary, Dock Mazdoor Union.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

By an Arbitration Agreement dated 8th December 1967 drawn under Section 10A of the Industrial Disputes Act, 1947 an industrial dispute subsisting between the management of Apolo Marine Syndicate, 70/6, Diamond Harbour Road, Calcutta-23, and their workmen represented by Calcutta Port and Dock Workers Union, Calcutta-23 over the question of fixation of wages of watchmen of the establishment alongwith other related matters was referred to me for arbitration. It was agreed by the parties that the arbitrator shall make his award within one month from the date of publication of the arbitration agreement in the Gazette of India. Subsequently, on 9th February 1968 the parties during the arbitration proceedings requested in writing to extend the period of one more month. The necessary Gazette notification in this behalf under Sub-Section (3) of Section 10A of the Industrial Disputes Act, 1947 was issued by the Government of India in the Ministry of Labour, Employment and Rehabilitation by their notification No. 28/134/67-LR.III dated 28th December 1967. The specific matters in dispute referred for my arbitration were as under:—

*Specific matters in dispute:—*

- (i) Whether the watchmen in the Company are entitled to the rate of wages @Rs. 4.28 paise per shift as per Sen Tribunal's Award dated 14th October 1967 in reference No. 149 of 1966 as well as 152 of 1966. If so, whether the same should have retrospective effect?
- (ii) Whether the watchmen should be granted the benefits under Palit Award in regard to uniform, washing charge, leave etc. If so, from what date?
- (iii) Whether the employer keeping in view the Palit Award is justified in differentiating the wages to the watchmen to the line vessels and chartered vessels. If not whether they should be paid equal wages?

2. The notification in question was received by me on 10th January 1968 and thereafter the parties were requested *vide* my letter dated 11th January 1968 to submit their written statement by 20th January 1968 endorsing a copy to the opposite party so as to facilitate each of them to furnish their counter-comments to me endorsing a copy to other party.

3. The Calcutta Port and Dock Workers Union submitted their comments *vide* letter No. PDU/WM/68/19 dated 20th January 1968 endorsing a copy to the other party. The management of Apolo Marine Syndicate submitted their written statement earlier under their letter No. AMC/96/68 dated 18th January 1968 endorsing a copy to the other party.

4. The Dock Mazdoor Union, Calcutta in their letter No. nil dated 15th January 1968 requested me to allow them to become a party in the arbitration as the bulk of the workmen numbering 75 belong to their union and as the existing agreement between Union and the employer may get affected as a result of the findings of the Arbitration Award. Obviously, the request of the Union was under Sub-Section (3A) of Section 10A of the I.D. Act, 1947. Accordingly, the Dock Mazdoor Union was also given an opportunity, in accordance with the said sub-Section (3A) of Section 10A for presenting their case before the arbitrator, since in my opinion they were also concerned in the dispute. Accordingly, this union was also requested *vide* my letter of even number dated 22nd January 1968 to forward their written statement endorsing a copy to the other party. This Union submitted its written statement on 8th February 1968 stating that as *per* their mutual settlement dated 1st December 1967 the issue regarding payment of Rs. 5.18 to watchman is to be decided by the Regional Labour Commissioner (Central), Calcutta. The issue regarding benefits under Palit's Award the Company is bound by law to pay the same to their watchmen and for defaults in not having the same obligations fulfilled the arbitrator may order for payment of arrears of dues in time of the same. The Union sought an award to be made as *per* their prayer.

5. On the date of the hearing of the arbitration on 8th February 1968. The Joint Secretary of the Dock Mazdoor Union Sri Provat Sen appeared before me and narrated his point of view also orally in the disputed matter. According to him there is already a subsisting mutual agreement between the management and his union arrived at on 1st December 1967 whereby the wage rates of the watchmen employed by the management were settled among other matters. Thus according to him the Industrial dispute between the management and the Union having been settled mutually with the majority union by a legal agreement, there is no further scope for minority union to agitate on the same issue. In case, the arbitrator by his award unsettled the mutual agreement arrived at in the course of collective bargaining with the majority union then it will lead to unnecessary imbalance in the industrial relations and the Sanctity of mutual settlement so arrived at will suffer badly. It will also mean a serious set back to the promoting of collective bargaining directly between the parties in case the arbitrator decides to alter the provisions of the mutual settlement arrived at between the parties.

6. The case was fixed for hearing of the parties on 9th February 1968 but since I was preoccupied on the said date I informed the parties on phone to appear before me on 8th February 1968. Sarbhari D. K. Gunguly, R. C. Nandi and P. C. Kapoor, Joint Secretary Organising Secretary, and Member of the Union respectively attended on behalf of the Calcutta Port and Dock Workers Union. The employer was represented by Sri G. C. Mullick, Partner and D. C. Dhar. As regards the appearance of Dock Mazdoor Union and their view points I have already indicated the same in para 5 of my award above. I shall deal one by one with the respective views of the parties and my conclusion thereto on all the three issues referred to me for arbitration.

#### Issue No. 1

7. The contention of the Union was that the employer is paying the watchmen employed by him @ Rs. 3.50 per head per shift and that the same should be raised now to Rs. 4.28 as per the recommendation of the Central Wage Board for the major ports and docks in India. It is further stated that the employer, after hearing raised the rates of wages @ Rs. 4.28 per head per shift but again fell back to the old rate of Rs. 3.50 per head per shift. The rate of Rs. 4.28 demanded by the Union was as the recommendation of the Central Wage Board which has been accepted by other good employers engaged in the same line of business of supplying watchmen on board the vessels on different ships. In reference No. 14 of 1966 where a dispute regarding the fixation of wages of watchmen as per recommendation of Wage Board was referred to the Sen Tribunal the award directed that the recommendations of the Wage Board for major Ports and Docks are applicable to watchmen and that their rates of wages of watchmen should be enhanced to Rs. 4.28 per head per shift with effect from 1st April 1967. Keeping in view the said direction of the Tribunal this union demanded that the employer namely, M/s Apolo Marine Syndicate should also raise the rates of wage of the watchmen with effect from 1st February 1965 by raising it to Rs. 4.28 per head per shift from Rs. 3.50 which was being paid.

8. During the hearing fixed on 9th February 1968 the union further substantiated its stand by stating that the Palit Award had recommended a lowest rate of wage i.e. Rs. 3.50 per head per shift *vide* its Award dated 24th April 1959. Subsequently, the Wage Board for Ports and Dock workers was appointed by the Central Government and the said Wage Board recommended the first interim

relief at the rate of 7.30 with effect from 1st February 1965 and again second interim relief on 1st October 1967 by increasing DA by Rs. 7.50 per month and further third interim relief of Rs. 4/- with effect from 1st August 1966. The Union, demanded that this should be paid by the employer without any discrimination to the watchmen whether on line vessels or on chartered vessels.

9. As against this the contention of the management was that they do pay all watchmen, inclusive of the 12 casual watchmen involved in the present arbitration proceedings, @ Rs. 4.28 per head per shift on line vessels. According to them the said Tribunal's Award in reference Nos. 149 of 1966 and 152 of 1966 refers specifically to the watchmen of M/s. C. Laurie & Company and other stevedores. These firms in question are stevedores whose watchmen are employed on permanent basis whereas the watchmen of Apolo Marine Syndicate are casual watchmen and treated and paid on the basis of no work no pay. They are employed only when there is any work or service due to arrival of a ship. The permanent watchmen of the stevedores have a position different from that of the casual watchmen of this company. Whereas the permanent watchmen of the stevedores are employed to keep keen watch on the valuable cargos on the vessels doing loading and unloading as well as in the course of movement of the cargoes, the watchmen of this company are employed to keep watch of the ships property on board the ship and not on the cargoes being loaded and unloaded and are not required to keep watch on the cargo being loaded and unloaded or during its movement. Even so the management pays Rs. 4.28 per head per shift to the watchmen on all line vessels. Besides, the employers took the stand that their watchmen are not Dock workers as they have no function on land or shore. Their duty is exclusively on board the ship where they keep a watch only on the ships property to help the ship's crew and that too as and when a ship does not have sufficient crew to do so. There is great difference between watchmen under stevedores and under marine contractors.

10. The stand of the management that their watchmen are not dock workers deserves consideration and I shall deal with it first. In the Dock Workers (Regulation of Employment) Act, 1948, a dock worker has been defined as under:—

"Dock Workers, means a person employed or to be employed in, or in the vicinity of any port on work in connection with loading, unloading movement or storage of cargoes or work in connection with the preparation of ship or other vessels for the receipt of discharge of cargoes or leaving port".

11. The definition of dock in para 2(3) of the Dock Workers (Safety, Health and Welfare) Scheme 1961 made by the Central Government in exercise of the powers conferred by Section 4(1) of the Dock Workers (Regulation of Employment) Act, 1948, is as under:—

"Dock means any dock wharf or quarry and shall include any warehouse or shore place belonging to trustees or conservators of and situated in or in the vicinity of the dock wharf or quarry abid any railway line or siding or used in connection with the dock wharf or quarry but not forming part of a state railway.

12. The interim recommendation Central Wage Board for Port and Dock workers originally applied to employers who come within the dock workers under the Dock workers (Regulation of Employment) Act, 1948. This description was later amended by the Central Wage Board and the Government of India by resolution No. WB-21(36)/65, dated 3rd August, 1965 accepted the amendment which provided that the recommendation will apply to persons mainly employed in a dock as defined in para 2(3) of the Dock Workers (Safety, Health and Welfare Scheme) 1961.

In view of the above, the awards in reference Nos. 149 of 1966 and 152 of 1966 have to be read in the light of the amended definition of the 'dock workers' and 'dock'. In the present case a distinction has to be made between a watchman employed to watch the cargo during its loading, unloading and movement thereof in the docks and a watchman employed by a Master of the ship or the Shipping Agents to guard the ships properly while the ship is berthing in the Port. In the former case the watchman would without 'any doubt' come within the definition of dock workers but in the latter case they cannot be considered as dock workers.

13. The contention of the employers in the present case that their watchmen are not employed to guard the cargoes during loading, unloading and during their movement in the docks has not been challenged by any of the parties, hence I agree with the employer that the Wage Board Recommendation are not applicable to them. That being so the awards in reference No. 149 of 1966 and 152 of 1966

which are based on Wage Board Recommendation are also not applicable to them. These awards apparently apply to those watchmen who are dock workers and are employed to keep keen watch on the valuable cargoes on the vessels during loading and unloading as well as in the course of movement of cargoes. The Union thus has no legal basis to claim the same. However, as the employer is making a payment of Rs. 4.28 per head per shift to watchman on line vessels, he should continue to do the same. This also meets with demand of the union as regards issue No. 1 referred to for arbitration. As regards watchmen employed on chartered vessels I shall deal with the same while disposing of issue No. 3 of this arbitration referred to me. The demand for payment of Rs. 5.18 as wages to these watchmen as demanded by Dock Mazdoor Union cannot be considered as it is beyond the scope of issue No. 1 of the present arbitration.

#### Issue No. 2

14. According to the Union as per Palit Tribunal's Award dated 24th April 1959, the watchmen are entitled to the following benefits while the employer is not giving effect to or implementing:—

1. Two sets of summer uniforms and one set of winter uniform to each watchman in a year.
2. Washing charge @ As. -/- per month per uniform.
3. Rate of overtime for work done beyond eight hours of duty should be at the double the normal rates of wages.
4. 15 days leave with full pay in a year, the year being counted on 240 days.
5. Three holidays with full pay for Independence Day, Republic Day, Mahatma Gandhi's Birth Day.

15. The Union demanded that the employer should give effect to the above from the date of publication of Palit's Award. During the hearing of the case on 9th February 1968 the Union reiterated that the company is not implementing the Palit's Award in regard to uniforms washing charges and leave etc.

16. As against this contention the management stated that they are giving to the watchmen three paid holidays on Republic Day, Independence Day and Mahatma Gandhi's Birth Day and they are also supplying one set of uniform and providing washing charges. The management also produced documents to show that washing charges, uniforms and three paid holidays are given by them. At this stage, the Union produced two witnesses namely, Sarvashri Modiser Hossain and Abdul Sattar who stated that the employer is not providing them uniforms, washing allowance and paid holidays. The employers subsequently produced documents to show that they had provided the aforesaid workmen uniforms, washing allowance and paid holidays.

17. It has already been held by me *vide* issue No. 1 that these watchmen are not dock workers. The award given by Palit Tribunal in 1959 applied to watchmen who are the dock workers. No evidence has been led before me to show that the present employer was a party to that reference before the Palit Tribunal. It has also not been established that by an agreement the employer had agreed to extend the benefits under the Palit Award to these watchmen. Thus how the entitlement to the benefits under the Palit Award can be claimed as a matter of right by the workmen is difficult to understand. The submission of the workmen in this respect is on the basis that the Palit Award applies to them.

18. As already stated the watchmen of this firm stand on a different footing than the watchmen who are dock workers. In the circumstances it is difficult to extend all the benefits which the watchmen (dock workers) get. The employer has voluntarily extended the benefits of 3 paid holidays on Independence Day, Mahatma Gandhi's Birth Day, and Republic Day. He is further giving one set of uniforms and washing charges at the rate of six annas per month. The employees, however, have not stated anything with regard to the leave benefits. Keeping in view the limited employment and peculiar position of this employer, who is not employing the watchmen on docks, I direct that he shall allow 15 days leave in a year provided the watchman has put in 240 days attendance in a calendar year. This will take effect from 1st January 1968 and the leave entitlement will be only after the close of the calendar year 1968. As regards uniform, washing charge the present practice is considered as satisfactory and shall continue.

19. The contention of the Union was that the watchmen put guard duty on board the vessels on different ship lines which berth in the port and perform the similar nature of duty. The Union was unable to appreciate the contention of the

employers that a ship calling at the port on a line route or on charter party can lower or enhance rates of the wages of the watchmen. The Palit's Tribunal did not make any discrimination in rates of wages as regards line vessels or chartered vessels. According to union it is their apprehension that under cutting of wages in the name of chartered vessels in a device to force the watchmen in general to stagnate at the present low wage level and prevent them from demanding further increase which is rising now and may rise in future as per recommendation of the Central Wage Board for major ports and docks. In case, the employer is allowed to succeed in their stand on chartered vessels in the matter of reduction of wages the watchmen would also be under threat that any further demand from them would mean their duty on board the chartered vessels thereby forcing them to accept the lower rates of wages. It was further contended that employer is making discrimination in the matter of rational booking and employment of irregular and extra casual to deprive legitimate booking of regular watchmen and denying booking to the members of this union on false pretexts.

20. During the hearing fixed on 9th February 1968, the Union contradicted the written statement of the management dated 18th January 1968 in paras 3 and 4 of their written statement by stating that a wrong impression has been given by the management that the Palit's Award has recommended any difference between line and chartered vessels in respect of wages. Palit's Award, according to them, has recommended the lowest rates of wages of Rs. 3.50 per head per shift irrespective of the financial position of the concern. The said Award has further advised that to do justice to the watchmen the rate recommended should be paid to the watchmen concerned and the employer must adjust their tenders accordingly. The Palit's Award in the course of its findings took 15 to 20 days employment of the watchmen in a month while recommending the wage rate of Rs. 3.50 per head per shift. The watchmen under this employer worked much below than 15 to 20 days in a month. Therefore, the Union demanded that while considering the question of rates of wages the scope of employment in a month should also be taken into account. Finally the Union demanded that there should be no discrimination in the rates of wages of watchmen employed whether on line or chartered vessels.

21. As against this the contention of the employer was that they are not in a position to pay more than Rs. 3.50 per head per shift to any watchman employed on chartered vessels. The rates of chartered vessels are bound to vary as the same depend on the will of the Master of vessels concerned and not at the discretion of the Shipping Agents. However, Palit's Award (Issue No. 1) has laid down Rs. 3.50 as the minimum wages that should be paid by all employers to do their watchmen "to do justice" to the latter. They are paying this minimum wage. Engagement of watchmen on chartered vessels is at the exclusive discretion of the Master of the ship and his decision is final. The Owner/Agents have no say in the matter. After paying Rs. 3.50 per head per shift to the watchmen employed on most of the chartered vessels not even a frugal margin is left to them. The employers invited my attention in this connection to para 6 of issue No. 1 of the Palit's Award. Besides the following reputable companies and agents pay @ Rs. 3.50 per head per shift to their watchmen:—

- (1) M/s. Bose & Co., working under M/s. F. M. Heilgers & Co. (P) Ltd., Agents.
- (2) M/s. Monir Ahmed & Co. working under N. Y. K. Line, Pro. Abdul Sattar.
- (3) M/s. Shipping Corporation of India—pay to Hatch Watchmen Supplier, A Sattar.
- (4) M/s. Jayanti Line—Agents.
- (5) M/s. A. P. Line—Ship Wright, Contractors.
- (6) M/s. S. A. Aziz, working under M/s. Ratnakar Shipping, and
- (7) M/s. C. Laurie & Co.—(a) Java Bengal Line, (b) Indian Steamship Line  
(c) American Export.

22. Uniformity of wages therefore is not possible on the face of keen competitive tenders. The employers contended that the Palit's Award not only differentiate between the line and chartered vessels but also in line vessels in view of the fact that the wages depend on the rates which are accepted by the different Shipping Companies.

23. It was a general contention of the employer that the issue in arbitration and other issues have been fully and conclusively settled by mutual agreement

dated 1st December 1967 between themselves and the Secretary of the Dock Mazdoor Union, Calcutta, representing approximately 87 per cent of the total strength of the casual watchmen of the company. The said agreement has been forwarded to all concerned in accordance with the Industrial Disputes Central Rules.

24. I have already held under issue No. 1 of this arbitration that the watchmen have not been able to substantiate their entitlement to Rs. 4.28 per head per shift, as per the awards in reference Nos 149 of 1966 and 152 of 1966. The Wage Board Recommendation which forms the basis for these 2 awards are clearly not applicable to this category of watchmen. Moreover, the workmen have not been able to challenge the contention of the employers that other reputable concerns are paying Rs. 3.50 to their watchmen. It has also not been challenged that the rates of supplying watchmen on chartered vessels leaves little margin to the employers. I do not think it will be advisable to all the employers to pay the same wages to the watchmen on chartered vessels by diverting their profits earned from supplying watchmen on line vessels. Each situation and paying capacity will have to be judged in each individual situation independently. I see no reason to alter the present wage rate of Rs. 3.50 on chartered vessels particularly in view of the fact they are not dock workers.

25. My award, therefore is as indicated in my findings on Issue Nos. 1, 2 and 3

(Sd.) N. K. CHADHA,

Arbitrator and Regional Labour Commissioner (Central),  
Calcutta

CALCUTTA,

Dated: the 7th March, 1968

[No. 28/134/67/LRIII.]

**S.O. 1175.**—In exercise of the powers conferred by sub-section (2) of section 33C of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby makes the following amendments in the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4650, dated the 19th December, 1967, namely:—

In the Table annexed to the said Notification—

(i) for the entries against serial No. 8, the following entries shall be inserted, namely:—

“8. Labour Court, Calcutta, constituted under section 7 of the said Act by the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2652, dated the 24th August, 1966 . . . . . The State of West Bengal.”

(ii) serial No. 10 and the entries relating thereto shall be omitted;

(iii) for the entries against serial No. 11, the following entries shall be inserted, namely:—

“11. Labour Court, Jabalpur constituted under section 7 of the said Act by the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 2748, dated the 6th September, 1966 . . . . . The State of Madhya Pradesh.”

[No. F.1/14/68-LRI]

New Delhi, the 22nd March 1968

**S.O. 1176.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a Notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), [being the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3354 dated the 13th September, 1967] the copper mining industry to be a public utility service for the purposes of the said Act for a period of six months from the 25th September, 1967;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months:

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th March, 1968.

[No. F. 1/10/68-LRI.]

**S.O. 1177.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3358, dated the 15th September, 1967], the zinc mining industry, to be a public utility service for the purposes of the said Act for a period of six months from the 25th September, 1967;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th March, 1968.

[No. F. 1/10/68-LRI.]

**S.O. 1178.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3359, dated the 16th September, 1967], the lead mining industry, to be a public utility service for the purposes of the said Act for a period of six months from the 25th September, 1967;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th March, 1968.

[No. F. 1/10/68-LRI.]

**S.O. 1179.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Bombay Port Trust Bombay and their workmen, which was received by the Central Government on 18th March 1968.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-53 OF 1965

##### PARTIES:

Employers in relation to the Bombay Port Trust

AND

their workmen

##### PRESENT:

Shri A. T. Zambre,--Presiding Officer.

##### APPEARANCES:

*For the employers.*—Shri R. K. Shetty, Deputy Legal Adviser, Bombay Port Trust.

*For the workmen.*—Shri S. K. Sheyte, General Secretary, B.P.T. Employees' Union, Bombay.

STATE: Maharashtra

INDUSTRY: Ports and Docks.

Dated at Bombay this the 28th day of February 1968.

## AWARD

The Government of India in the Ministry of Labour and Employment have by their order No. 28/57/65-LRIV dated 11th August 1965 referred to this Tribunal the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen represented by the B.P.T. Employees' Union under section 10(2) of the Industrial Disputes Act in respect of the matters specified in the following schedule:—

## SCHEDULE

Whether the work of tightening and loosening the weight screws of the hydraulic cranes is a party of normal duties of the Fitters of the Hydraulic Establishment at Prince's and Victoria Docks or of the Mazdoors, Nowganees, Nowganees (Jib Head Pulley) and Chain Boys of the Establishment. If it is held that such duties are not a part of the normal duties of the workmen in either of these groups to what relief are the workmen concerned entitled for doing this additional work and from what date?"

2. The circumstances under which this reference has been made may be stated in brief as follows:—

For the purpose of carrying on the operation of loading and unloading the employers—the Bombay Port Trust have made arrangements to use the hydraulic cranes at the Prince's and Victoria Docks. There are in all about 104 cranes out of which eight are of six ton capacity, one is of 5 ton capacity, 12 are of 30 cwt capacity and 83 are of 35 cwt capacity. These are all wharf cranes and are required to be shifted from position to position, which work is to be carried out by the fitters and gangmen of the hydraulic establishment.

2(a) The gangmen, the mazdoors and nowganees are unskilled employees and get the scale of Rs. 30—1—35 and 35—1—40 etc. These workmen who are parties to this reference have by their statement of claim alleged that the management has asked them to attend to the work of tightening and loosening the weight screws of the hydraulic cranes which work involves skill, considerable strain and also risk. They are required to tighten the screws with the help of screw spanners which work is a regular feature of the hydraulic establishment of the Prince's and Victoria Docks of the employers and is done round the clock. The wharf cranes are also located on the wharf near the basin of the dock and as a result there is every possibility of the employees attending to this work falling into the sea and as these workmen are required to do the work of tightening and loosening of the screws which is not a part of the normal duty of the unskilled categories they should be given a higher scale considering them to be semi-skilled.

3. On or about 18th January 1965 these workmen had refused to carry out the work of loosening and tightening the weight screws required for shifting and positioning the cranes. Therefore, there was correspondence between the management and the Secretary of the B.P.T. Employees' Union to which the mazdoors belonged. The management agreed with the Union to submit the dispute for decision and as a result of the agreement Government referred this dispute to this Tribunal under section 10(2) of the Industrial Disputes Act.

4. The Board of Trustees by their statement in reply has opposed the reference on various grounds. They have raised a technical plea regarding the maintainability of the reference contending that the question of the fixation of the wages of the dock workers has been referred to the Wage Board vide Government of India, Ministry of Labour and Employment's Resolution No. WB-21(4)/64 dated the 13th November 1964 and though the present reference is couched in different language the real demand of the Union is for the upgradation of the scales of pay and for the re-fixation of the wage scales and since the Wage Board has been seized of the work of constructing a wage structure based upon the principles of fair wages the proper platform for the Union to agitate the question is before the Wage Board. They have further contended that as the matter is pending before that Board there cannot be two industrial authorities going into the same question simultaneously and the reference is not maintainable.

4(a) They have further challenged the reference contending that the Jeejeebhoy Committee which was appointed for the classification and categorisation of class III and class IV employees of major ports in India have fixed the wages of these categories and the categories of mazdoor, nowganee, nowganee (jib head pulley) and chain boys have been shown against serial Nos. 119, 149, 163 and 111 respectively in schedule I of the Report. The Committee's function was to fix the various categories into the scales provided by the Resolution, the matter has been already decided. It has been further contended that the same question was agitated in Reference IT-CG Nos. 1 and 3 of 1963 and 1 of 1964 before Shri Meher and the reference is barred on the principles of *res judicata*.

5 As regards the merits, they have denied the employees' contentions that the work of tightening and loosening the weight-screws of the hydraulic cranes involved any skill or risk. They have alleged that the work of tightening and loosening the weight screws of the hydraulic crane is a part of the normal duties of the mazdoors and they are carrying out these duties under the supervision of the fitter and as the work does not involve any skill the employees are not entitled to any upgradation and the reference should be dismissed.

6. It is not in dispute that the Government of India have by their Resolution No. WB-21(4)/64 dated 13th November 1964 appointed a Wage Board for the purpose of fixing the wages of the dock workers at the major ports. It will appear from this Resolution that according to the terms of reference the Board is to determine the categories of employees (manual, clerical, supervisory etc.) who should be brought within the scope of the proposed wage fixation and they are further required to work out a wage structure based on the principles of fair wages as set forth in the Report of the Committee on Fair Wages, and there appears to be some substance in the contention of the management that the question of the fixation of wages of the dock workers is pending before the Wage Board the two authorities may come to inconsistent conclusions and the decision by this Tribunal on that question would create complications.

7. The union has not disputed the contention that they have represented the case of the workmen involved in this reference before the Wage Board. The management have produced an extract of the statement of the union submitted before the Board and it is clear that the union has enumerated the duties of the mazdoors, nowganees in that statement as to help or assist skilled and highly skilled artisans. This work requires certain amount of skill, knowledge, judgment and physical strength and it is clear that the question of the fixation of the wages of these workmen on that basis will be considered by the Board. However, the union has contended that the Wage Board is not a statutory body, the management had by their agreement agreed to refer this dispute about the pay scale of the present workmen to the Tribunal in this reference and they are estopped from raising the contention.

8. I have already observed that the present reference has been made by Government under section 10(2) and the statement required under rule (3) of the Industrial Disputes (Central) Rules, 1957, attached to the reference says that both the parties had agreed to refer the matter in the schedule to this Tribunal. However the consent of the management to refer this dispute to the Tribunal will not estop them from raising the contention about incompetency of the reference on the ground that the same matter was pending before the Wage Board. It is not the case of the union that the management had agreed not to raise the question about the maintainability of the reference before the Tribunal and I do not find any substance in the contention about estoppel.

8(a) However, the contention raised by the management about maintainability will not be applicable to the whole of the reference as worded in the schedule. The reference consists of two parts. The earlier part requires this Tribunal to decide "Whether the work of tightening and loosening the weight screws of the hydraulic cranes is a part of the normal duties of the fitters of the hydraulic establishment at Prince's and Victoria Docks or of the mazdoors nowganees, nowganees (Jib head pulley) and chain boys of the establishment. The second part which requires me to decide the question about the reliefs presumably by way of upgrading of scales or payment of same amounts depends upon the finding on the first part of the reference. The second part of the reference reads "If it is held that such duties are not a part of the normal duties of the workmen in either of these groups to what relief are the workmen concerned entitled for doing this additional work and from what date?" It is clear that the question raised in the first part of the reference is not before the Wage Board and I do not think that the contention about the maintainability can be sustained regarding

this part of the reference and I shall discuss the question about the normal duties of the workmen concerned.

9. Neither the workmen nor the employer have led any oral evidence in support of their contentions. But both the parties rely upon extracts of the statement filed before various authorities. The representatives of both parties had requested me to see the operation of shifting the crane and at their request I had gone to the docks and inspected the location of the cranes and the work of shifting from one position to other.

10. The workmen have alleged that they are asked to attend to the work of tightening and loosening the weight screw on the hydraulic cranes. They allege that this work involves skill, considerable strain and also risk. It is the contention of the management that the workmen are continuously doing this work and it is a part of their normal duty and it does not involve any skill. At the time of my inspection I saw that the cranes are located on the wharves. They are installed on rails which are laid at a distance of 2 feet from the edge of the wharf. The crane when in a steady position on the rails has its telescopic pipes connected to the nearest hydrant and the weight screws tightened. The operation of shifting consists of disconnecting the telescope pressure pipes and loosening the weight screws (4) per crane and thereafter the crane can be moved to the required position. At the time of inspection the workmen showed me the operation of shifting the cranes—First the pressure pipes were disconnected and thereafter the weight screws were loosened for which purpose spanners are used. There were two types of spanners one 17" long weighing about 4 kgs, used for 35 cwt. capacity cranes and the other of 23" length weighing 6 kgs. which is used for 6 ton capacity cranes. For loosening the weight screws first the spanner is to be fixed, thereafter a pipe 3 to 4 feet long is applied to the handle of the spanner and three workmen pull the pipe by which operation the screw is moved round and loosened. Thus the work of loosening and tightening the screw consists of two items of work—one of fixing the spanner and other applying manual strength for pulling the pipe.

11. It is not in dispute that the workmen in this reference are unskilled labourers and it will not be a part of their normal duty to do any skilled or semi-skilled work. The second part of the operation viz., pulling the pipe and thus revolving the screw is purely the work of an unskilled labourer and it cannot be disputed that this part of the work is the normal duty of the workmen, and the workmen will not be justified in refusing to do this part of the operation. As regards the fixing of the spanner it was contended that the head of the screw is a square the spanner which is about 18" long has got at one end a square hole. The placing of the spanner on the square head and thus fixing it does not involve any skill and the first part of the operation namely fixing the spanner also does not require skill and can be a part of the duty of the workmen. It is true that placing the spanner hole on the square head of the screw and fixing it will not require any high-skill. However, it cannot be ignored that if the spanner is placed in a particular manner and force is applied in wrong direction the screw instead of being loosened may be tightened. If we consider the screw head as a point and fix the spanner in such a manner as to have its handle towards the east and the workmen are standing on the southern side pull it the screw will be revolving in a clockwise direction. However if the spanner is placed with its handle on the western side and the workers standing on the southern side pulled it the revolution will be anti-clockwise and the result will be just the opposite, and this will show that fixing the spanner in a particular manner when the workers exerting the force are standing on a particular side will require the knowledge of the working of the threads of the screw. Thus the operation of placing the spanner cannot be said to be part of the normal duty of an unskilled labourer.

12. I have already observed that the cranes are located on rails which are laid at a distance of about 2 ft. from the edge of the wharfs. Out of the four weight screws of the crane two screws are towards the edge of the wharf and if the spanner is placed with the handle and the covering pipe towards that side there is also likelihood of some of the workers slipping down into the sea and in my opinion the fixing of the spanner requires some skill and strictly speaking will not be part of the normal duty of the workers.

13. Though the management have in their written statement contended that the work of tightening and loosening the screws is a part of the normal duty of

the workmen it is clear from paragraph 5 of their statement that this work is done both by the fitters and the gangmen. In this paragraph they have stated:—

“It is further submitted that the employees have only to apply force on the fixed spanners when instructed by the fitters in the process of loosening and tightening weight screws which work does not involve any skill.”

From their statement it is clear that according to the management also the mazdoor employees are required only to apply force to the fixed spanner which shows that the fixing of the spanner is not part of the normal duty of the labourers. The management have in another paragraph of their written statement stated:—

“The employers beg to add that ordinarily only a gang consisting of a fitter and mazdoors would be sent out for shifting cranes whenever necessary but the inclusion of other categories such as nowganees, Nowganees (Jib head pulley and chain boys along with the mazdoors is to give an opportunity to these categories to allow them to earn some overtime whenever this work is done before or after normal working hours, but for this gesture only fitters and mazdoors would carry out this work. The employers further submit that the mazdoors, nowganees, nowganees (Jib head pulley) and the chain boys of the hydraulic crane section P and V Docks are asked to attend to the work of tightening and loosening the weight screws of the hydraulic cranes (wharf cranes) whenever they are required to be shifted *not independently but under the guidance of the fitter who supervises and controls this work.*”

This shows that the fitter is to be with the gangmen while carrying out this operation. He is a skilled worker and clearly it is a part of his normal duty to fix the spanner and thereafter ask the labourers to apply force to the pipe, and it shall have to be held that this work of tightening and loosening the weight screws of the hydraulic cranes is the team work of the fitters and mazdoors of the hydraulic establishment.

14. In the reference this Tribunal has been asked to decide whether the work of tightening and loosening the weight screws of the hydraulic cranes is a part of the normal duties of the fitters of the hydraulic establishment or of the mazdoors, nowganees, nowganees (Job head pulley) and chain boys of the establishment. As the fitter is a skilled workman the fixing of the spanner to the screw is a part of the normal duty of the fitter and applying the force and pulling the spanner as directed by him is a part of the normal duty of the mazdoors etc., and thus the operation *viz.*, the work of tightening and loosening the weight screw is a part of the normal duty of the team of the fitter and the gangmen. In view of the finding the question of further relief does not arise. Hence my award accordingly.

No order as to costs.

(Sd.) A. T. ZAMBRE,  
Presiding Officer,  
Central Government Industrial  
Tribunal, Bombay.

[No. 28(57)/63-LRIV.]

**S.O. 1180.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad in the Industrial Dispute between the employers in relation to Punjab National Bank Ltd., and their workmen, which was received by the Central Government on 18th March, 1968.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

## REFERENCE No. 11 of 1967.

## PARTIES:

Employers in relation to the Punjab National Bank Limited.

AND

Their Workmen.

## PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

## APPEARANCES:

For the employers.—Shri Afzal Roy Choudhury, Staff Officer.

For the Workmen.—Shri C. L. Bhardwaj, General Secretary, All India Punjab National Bank Employees' Association.

STATE : Bihar

INDUSTRY : Bank

Dhanbad, dated the 11th March, 1968.

## AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen by its order No. 51(86)/64-LRIV dated 2-1-1965 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

## SCHEDULE

"Whether the management of the Punjab National Bank Limited, was justified in reverting Shri Om Parkash Bhatia from the post of Officializing Supervisor at Gaya Branch and transferring him to Warsaliganj outstation as Godown Keeper. If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 7 of 1965 on its file. The employers as well as the workman filed their statement of demands. While it was pending before the Central Government Industrial Tribunal, Dhanbad the proceeding was transferred to this Tribunal by the Central Government by its order No. 8/25/67-LRII dated 8-5-1967 under Section 33B(1) of the Industrial Disputes Act, 1947. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 11 of 1967.

3. Om Prakash Bhatia (hereinafter referred to as the affected workman) joined the service at Gaya Branch of the Punjab National Bank Ltd. (hereinafter referred to as the employers) as a Godown Keeper on 14-9-1948. Owing to the posting of S. L. Khanna, the permanent Supervisor as an Accountant, a vacancy of a Supervisor arose at the Gaya Branch of the employers from 11-2-1963 and it required to be filled up temporarily out of existing eligible staff at the Branch. The employers appointed B. N. Sinha temporarily to the post. The affected workman claimed that in view of his seniority, experience and requisite qualifications, he was entitled to the temporarily appointment to preference to B. N. Sinha or any India Punjab National Bank Employees Association, Delhi represented his case to Supervisor in the vacant post temporarily with effect from 6-1-1964. On 17-1-1964 the affected workman proceeded on leave. When he returned from leave on 27-1-1964 the employers did not allow him to resume his duty as the temporary Supervisor but deputed him to work as a Clerk. On the evening of 4-2-1964 the employers issued an order directing the affected workman to take over charge of the local Godown. But before he did so another office order was issued on 5-2-1964 instructing him to work on Savings Fund Counter. The affected workman, owing to serious illness of his mother applied for a month's leave and the Branch Manager sanctioned the leave with the remarks that on his return from leave the affected workman should report for duty at Warsaliganj outstation Godown of M/s. Mohini Sugar Mills Ltd. Accordingly on his return from leave the affected workman proceeded to Warsaliganj, but continued to claim that he should be called

back to Gaya and permitted to work as the temporary Supervisor. These facts are not controverted. The case of the workmen is that the employers were not justified in reverting the affected workman from the post of officiating Supervisor with effect from 27-1-1964 and that his transfer to Warsaliganj out-station as the Godown Keeper was actuated with a view to keep the affected workman away from Gaya to prevent him from claiming the officiating chance as Supervisor. The employers filed their statement claiming justification in giving preference to B. N. Sinha over the affected workman in appointing him as the temporary Supervisor in the post caused vacant by posting S. L. Khanna as an Accountant. They denied that the affected workman had worked as a Clerk for a continuous period of two years entitling him to be appointed temporarily as a Supervisor and stated that according to the circular in force at the material time denial on their part to appoint the affected workman as a temporary Supervisor was just. It is admitted by both the parties that the affected workman is again appointed by the employers as a Supervisor with effect from 16-2-1965 and he is continuing to function as such.

4. The workmen were represented by Shri C. L. Bhardeaj General Secretary, All India Punjab National Bank Employees Association and the employers by Shri A. Roy Choudhary, Staff Officer. By consent of the parties Exts. W to W 9 were marked for the workmen and Exts. M13 for the employers. No party examined any witness.

5. The parties have put in lengthy statements dealing mostly with the history of service of the affected workman and B. N. Sinha and the representations made by and on behalf of the affected workman to the employers to appoint him as a temporary Supervisor. But the reference is to adjudicate only if the reversion of the affected workman from the post of officiating Supervisor at Gaya Branch and his transfer to Warsaliganj out-station as Godown Keeper were justified or not. Admittedly, the affected workman was officiating as a Supervisor with effect from 6-1-1964, went on leave from 17-1-1964 and returned from leave to join duty on 27-1-1964 when the employers did not permit him to work as a Supervisor and directed him to work as a Clerk and in other capacities and ultimately transferred him as Godown Keeper to Warsaliganj outstation. No reason is assigned by the employers why they refused to allow the affected workman to resume duty and function as the temporary Supervisor when he returned from leave on 27-1-1964. He proceeded on leave sanctioned by the employers and while proceeding on leave he was working as the temporary Supervisor. There is not even a whisper that his work as the temporary Supervisor was not satisfactory. When he again applied for leave from 17-1-1964 it was left to the employers to sanction it or reject it and the Manager chose to sanction the leave. At the same time he added in the order Ext. M7 as following:—

"On 4th February 1964 change of Godown Keepers were ordered as recommended by the Accountant but nor Mr. Gopal Pd. joined at Warsaliganj nor Mr. Bhatia took over the local Godowns and both applied for leave as such transfer of Gopal Prasad to Warsaliganj is cancelled, he should take over local Godown, Mr. Bhatia after expiry of leave should relieve Mr. Ganesh Tiwari at Mohini Sugar Mills.

It is manifest that no justifiable reason is shown why the affected workman was transferred from Gaya to Warsaliganj outstation. The lengthy statement filed by the employers does not specifically state so, but indicates that the affected workman did not deserve to be appointed temporarily as a Supervisor and in preference to him B. N. Sinha was entitled to it. Promoting a member of the Staff to a vacant post of a Supervisor temporarily was not left to the discretion of the employers. It was governed by their own circular in force at the time. As I have stated earlier, the affected workman was posted as the temporary Supervisor with effect from 6th January 1964 and till he went on leave on 17th January 1964 there was no complaint against his work as the temporary Supervisor. The matter of allowing the officiating chances to clerks to work as Supervisors in temporary arrangement during the material period was governed by the circular of the employers No. 553, dated 4th December 1963, Ext. M6. In view of the controversy between the parties I should like to extract the entire circular:—

"Staff Department Circular No 553

Pending final revision of the rules on the subject of allowing officiating chances to clerks to work as Supervisor in temporary arrangements,

it has been decided to observe the following procedure as an interim measure:—

- 1 Persons obtaining highest priority marks as on 1st January each year in the branch or office where there are temporary vacancies arising out of absence on leave arrangements or otherwise will be given the officiating chances. The priority marks will be determined on the basis of items No. I, II and III of Staff Department Circular No. 201, dated 8th August 1956 with amendment/s, if any, upto date, pertaining to these items.
- 2 Godown Keepers, cashiers, stenos and typists who has worked on clerical duties at least for a period of two years will be considered at par with other clerks for purposes of officiating chances.
- 3 The arrangement shall apply to purely temporary vacancies.
- 4 When any person eligible under clauses 1 and 2 above is not considered fit to officiate, the next person in order of priority may allowed the chance and in such case the incumbent incharge shall simultaneously seek approval of his action from the Head Office (through the regional head) giving reasons for which the officiating chance has not been given to the person securing highest priority marks. The employee concerned can represent against such orders to the head office, if he so desires.
- 5 This arrangement shall come into effect immediately. However, any arrangement already made before the receipt of this Circular may not be disturbed till its conclusion."

The appointment of the affected workman as temporary Supervisor was made after the circular, Ext. M6 came into force and it was not superseded by any other circular before the appointment was made. The circular, Ext. M13 was issued by the employers in this respect, but it was on 3rd March 1964 and it was far beyond the material period. Even then, the circular, Ext. M13 does not justify the reversion of persons appointed under the circular, Ext. M6. As per the circular, Ext. M6 priority marks should be determined on the basis of items No. I, II and III of Staff Department Circular No. 201 dated 8th August, 1956, Ext. M. Items I and II of the circular Ext. M deal with marks for length of service and academic, vocational and technical qualifications respectively. Item 3 of the circular, Ext. M states that the priority list should be prepared on the basis of marks obtained as above. The sheets of marks relating to the affected workman and B. N. Sinha are filed by the management and they are respectively Ext. M2 and M1. It can be seen from them that as on 1st January 1963 the aggregate of marks obtained under items I and II by the affected workman and B. N. Sinha respectively were 13 and 12. In this view also the affected workman was to be given preference over B. N. Sinha in the matter of appointment to the post of the temporary Supervisor. There is absolutely no justification to include also gradation marks referred to in item 4 and other items of circular M. The employers tried to distinguish between Godown Keepers and Clerks for the purpose of giving temporary chance as a Supervisor. But para 2 of the circular Ext. M6, which was in force during the material period clearly states that Godown Keepers, cashiers, stenos and typist should be treated at par with other clerks for the purpose of officiating chance, provided they had worked on clerical duties at least for a period of two years. The case of the workmen is that the affected workman had worked as Clerk for more than 4 years, as pointed out in his letter, Ext. M. While conceding the fact, the employers tried to show that from the period the periods on which the affected workman remained on leave required to be deducted. But no circular or order or any other provision of law is cited in support of the proposition. However that might be, the employers thought fit to promote the affected workman on temporary basis and now it is to be seen if there was any justification for them to revert him. I do not find any justifying reason. Consequently, I hold that the reversion of the affected workman was unjustified. The affected workman was transferred to Warsaliganj outstation. The contention of the workmen is that the transfer was made by the employers with a view to prevent the affected workman from claiming the post of the temporary Supervisor at Gaya Branch of the Bank. I find force in the contention, because the circular Ext. M6 states that persons obtaining highest priority marks as on 1st January each year in the Branch or Office where there are temporary vacancies should be given the officiating chances. The officiating chance was at Gaya Branch and not at Warsaliganj outstation. In this view I consider the transfer of the affected workman to Warsaliganj outstation also

as without justification. The workmen have claimed monetary benefit for the affected workmen from 9th February 1963. But in view of the wording of the reference he is entitled to the salary and other emoluments as a temporary Supervisor only from 27th January 1964 to 15th February 1965, as admittedly, he is working as the temporary Supervisor from 16th February 1965.

6. I, therefore, hold that the management of Punjab National Bank Ltd. was not justified in reverting Shri Om Prakash Bhatia from the post of officiating Supervisor at Gaya Branch and transferring him to Warsaliganj outstation as Godown Keeper and that he is entitled to his salary and other emoluments as a temporary Supervisor from 27th January 1964 to 15th February 1965 after deducting the amount received by him for the period in other capacities, if any. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,  
Presiding Officer.

#### APPENDIX I

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

#### REFERENCE NO. 11 OF 1967.

#### PARTIES:—

The employers in relation to the Punjab National Bank Limited.

AND

Their Workmen.

#### *List of documents admitted in evidence for Employer (s).*

Distinguishing mark or number	Description of document & date	Date of admission	Whether admitted by consent or on proof	Probed by	Remarks
Ext. M	Staff Deptt. Circular No. 201 dt. 8-8-56.	8-7-66	By consent		
Ext. M1	Gradation of Shri B.N. Sinha	Do.	Do.		
Ext. M2	Gradation of Shri O.P. Bhatia	Do.	Do.		
Ext. M3	Training report of Shri B. N. Sinha.	Do.	Do.		
Ext. M4	Copy of the letter of the General Secretary to the Assistant General Manager P. N. Bank Ltd., Calcutta, reg. Shri O. P. Bhatia.	Do.	Do.		
Ext. M5	Copy of letter of Shri Bhatia dt. 27-10-64 addressed to General Manager, P. N. Bank Ltd., New Delhi.	Do.	Do.		
Ext. M6	Staff department Circular No. 553 dt. 4-12-1963.	Do.	Do.		
Ext. M7	Leave application of Shri O.P. Bhatia dt. 14-2-64.	Do.	Do.		
Ext. M8	Copy of letter No. STF/13/64/ 546 dt. 11-7-64 of the Manager P. N. Bank Ltd., Gaya Branch.	Do.	Do.		

Distinguishing mark or number	Description of document & date	Date of admission	Whether admitted by consent or on proof	Probed by	Remarks
Ext. M9	True copy of Local and outward despatch register (page No. 117) of Gaya Branch	8-7-66	By consent		
Ext. M10	Acknowledgement receipt of daily letter dt. 27-4-63.	Do.	Do.		
Ext. M11	Acknowledgement receipt of daily letter dt. 27-4-63.	Do.	Do.		
Ext. M12	Office Order dt. 16-2-1965	Do.	Do.		
Ext. M13	Staff Dept. Circular No. 561 dt. 3-3-64.	Do.	Do.		

*List of documents admitted in evidence for the Workmen.*

Distinguishing mark or number	Description of document & date	Date of admission	Whether admitted by consent or on proof	Probed by	Remarks
Ext. W	Application dt. 9-2-63 Bhatia to the Manager, P. N. Bank Ltd. Gaya.	8-7-66	By consent		
Ext. W1	Copy of letter dt. 27-4-63 of the Manager, Gaya Branch to the Assistant General Manager, Calcutta.	Do.	Do.		
Ext. W2	Priority list of Godown keepers Shri O. P. Bhatia as on 1-10-64	Do.	Do.		
Ext. W3	Statement of security	Do.	Do.		
Ext. W4	A letter from Shri P. O. Bhatia to the Manager, P. N. Bank Ltd., Gaya dt. 1-4-64.	Do.	Do.		
Ext. W5	Priority list of clerks working in outside Calcutta offices of Eastern Circle as on 1-10-1965.	Do.	Do.		
Ext. W6	A letter addressed to the R.L.C. (C) Dhanbad No. 23 (4)/ 64 dt. 7-12-64.	Do	Do.		
Ext. W7	True copy of District Manager's Circular No. 67 dt. 1-12-1960.	Do.	Do.		
Ext. W8	Proposal for the Grant of Specific Powers to Shri Om Prakash Bhatia Godown Keeper, dt. 6-2-1964.	Do.	Do.		
Ext. W9	Priority list of Godown Keeper Shri O. P. Bhatia as on 1-10-1964.	Do.	Do.		

(Sd.) VENKATA RAO,  
Presiding Officer.

## APPENDIX II

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2)  
AT DHANBAD

REFERENCE No. 11 OF 1967.

## PARTIES.

Employers in relation to the Punjab National Bank Ltd

AND

Their Workmen

*List of witness examined for the Employers*

No. of Witness	No. of witness	Date of examination
Nil.	Nil.	Nil

*List of witness examined for the Workmen*

No. of witness	Name of witness	Date of examination
Nil.	Nil	Nil
(Sd.) N. VENKATA RAO, Presiding Officer [No 51/86/64-LRIV ]		

New Delhi, the 25th March 1968

S.O. 1181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the management of Canara Bank Ltd., Bangalore and their workmen, which was received by the Central Government on the 19th March 1968.

## BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Wednesday the 28th day of February 1968.

## PRESENT:

Thiru M. Tajammul Hussain, B.A. B.L., Industrial Tribunal, Madras  
INDUSTRIAL DISPUTE No. 76 of 1966.

(In the matter of the dispute between the workmen and the management of Canara Bank Ltd., Bangalore).

## BETWEEN

The General Secretary, Canara Bank Employees Association, 114, Broadway (1st floor), Madras-1.

## AND

The management of Canara Bank Ltd., Canara Bank Buildings 112, Jayachamarajendra Road, Bangalore.

## REFERENCE:

Order No. 51/41/66-L.RIV dated 13th December 1966, of the Ministry of Labour, Employment & Rehabilitation, Department of Labour and Employment, Government of India New Delhi.

This dispute coming on for final hearing on Monday the 12th day of February 1968, upon perusing the reference, claims and counter statements and all other material papers on record and upon hearing the arguments of Thiru B. R. Dolla, Advocate for the Union and of Thiru Ram Mohan Rao, authorised representative

on behalf of the management and this dispute having stood over till this day for consideration the Tribunal made the following.

### AWARD

This is a reference by Central Government, of an industrial dispute between the management and workmen of Canara Bank Limited, in respect of eligibility of Sri U. Surendra Shenoy for promotion to the post of Assistant Accountant without any written test. The schedule to the reference setting out the matter referred to this tribunal for adjudication is this:—

“Considering his previous service and the present nature of work, whether Sri U. Surendra Shenoy is eligible for promotion to the post of Assistant Accountant without a written test. If so from what date he should be promoted as an Assistant Accountant.”

2. Canara Bank Employees Association filed a claim statement. The material allegations in the claim statement are these: Sri Surendra Shenoy joined the Bank service as an unpaid probationer on 4th August 1937. With effect from 1st March 1938 he was a paid probationer and he was transferred to the Kasargode branch of the bank. With effect from 1st October 1938, he was confirmed as a clerk on a monthly salary of Rs 25/-. From 1st December, 1938, he was transferred to the Head Office of the bank at Mangalore; wherein he worked in the establishment section. With effect from 1st July, 1942, he was promoted to the grade of Assistant Accountant. In July 1943, he passed four out of the five subjects of the C.A.I.I.B. Part I examination. In 1943, he was transferred to the General Manager's Office at Bombay and he was promoted to the Accountant cadre. He was also granted special allowance for being in charge of the department. He was also posted as an acting agent for a brief period at the Kalyan Branch of the bank in November, 1945. He was paid supervisory allowance of Rs 10/- per month.

3. In 1946, the employees of the bank at Bombay formed a union of which Sri Surendra Shenoy was one of the office bearers and the forming of the union was not liked by the management and hence he was posted to Poona as an acting agent to be in charge of the branch of the bank which was opened at that time. In August 1948, Sri Shenoy was suspended on the ground that he claimed a higher fare while on transfer from Nagpur to Mangalore and later on in November, 1948, he was dismissed for the said alleged misconduct.

4. The case of Sri Surendra Shenoy was also brought before the Sen Tribunal and by the orders passed in 1950, the Sen Tribunal set aside the order of dismissal and directed the re-instatement of Sri Shenoy. Subsequent to the passing of the said award, the management of the bank offered to Sri Shenoy reinstatement as an accountant on lower salary or reinstatement on higher emoluments as a clerk. By the letter dated 30th April 1962 Sri Shenoy was informed that he was promoted as a probationary Assistant Accountant. The bank called upon Sri Shenoy to appear for a written test on the ground that it was a routine procedure of the bank for considering the eligibility for confirmation in the promoted post and that no exception could be made in the case of Sri Shenoy. Sri Shenoy was holding the substantive post of an Accountant prior to his dismissal in 1948 and the bank voluntarily offered the post of Accountant in 1955 at the time of his reinstatement. Sri Shenoy should be held entitled to the post of an Assistant Accountant right from the date on which he was offered the same, namely, 1st May 1962.

5. The management filed a counter statement. It is contended that Sri Shenoy was not holding a substantive post of an Accountant at the time of his dismissal from service. Sri Shenoy was given the option to choose to be an accountant or accept the position in the clerical cadre. Sri U. Surendra Shenoy did not exercise the option given to him and consequently he was fitted in the clerical cadre. He had to rank with other employees in the clerical cadre and seek his chance of promotion according to the rules prescribed for all clerks. By the mere fact that Sri U. Surendra Shenoy had previously been designated as Accountant prior to his dismissal in 1948, Sri Shenoy cannot claim any extra privileges. That Sri U. Surendra Shenoy accepted his position as a clerk is also clear from the settlement that was signed between the Canara Bank Employees' Union and the management shortly after his retirement in July 1955, during the pendency of a conciliation in respect of certain matters connected with the reinstatement of Sri U. Surendra Shenoy. He accepted the appointment of probationary assistant Accountant subject to all the conditions without demur.

6. By letter dated 2397: E-37, dated September 4 1962 Sri Surendra Shenoy was informed about the tests to be held. Surendra Shenoi, by his letter dated 14th September 1962, claimed that he should not be called upon to appear for the tests in view of the fact that he had, prior to his dismissal from the Bank held the position of an Accountant. The bank declined his request. The bank had expanded considerably since then and having regard to the nature of the ~~duties~~ of an assistant Accountant, the Bank had to be fully satisfied that he had sufficient knowledge of the banking law and practice as well as of the routine work to perform this function satisfactorily. He was also informed that he had been slow in the discharge of his work and that he was not handling supervisory with sufficient confidence. After traversing other allegations made in the claim statement, it is contended by the respondent bank, that Sri U. Surendra Shenoy was not entitled to promotion without a written test. The bank further denies that Sri Surendra Shenoy is entitled to promotion with effect from 1st May 1962. Sri Shenoy was being entrusted with supervisory duties whenever there was vacancy in the supervisory cadre since March, 1965.

7. A rejoinder statement traversing the allegations contained in the counter statement was filed by the Union. It is stated in the rejoinder that if Sri Shenoy had accepted the post of an Accountant which was offered by the management in December, 1954, he would not and could not have been called upon to qualify once again for the lower post of an Assistant Accountant at a later date. It is not the case of the management that the employees holding the post of accountants in 1955 were once again called upon to qualify themselves to retain their post by either a written test or oral test in view of the subsequent expansion of the business of the bank.

8. The issue that arises for consideration is the matter referred to this tribunal for adjudication and it is as follows:—

“Considering his previous service and the present nature of work, whether Sri U. Surendra Shenoy is eligible for promotion to the post of Assistant Accountant without a written test. If so from what date he should be promoted as an Accountant”.

9. Before dealing with the merit of the claim, it is necessary to set out some facts relating to the previous service of the employee concerned in this reference.

10. Sri U. Surendra Shenoy joined the bank service as unpaid probationer on 4th August 1937. With effect from 1st March 1938, he was made a paid probationer and transferred to the Kasargode branch of the Bank. With effect from 1st October 1938 he was confirmed as a clerk. From 1st December, 1938, he was transferred to the Head Office of the bank at Mangalore wherein he worked in the Establishment and Shares Section. With effect from 1st July, 1942, he passed four out of five subjects of the C.A.I.I.B. examination. In October, 1943, he was transferred to the General Manager's office at Bombay and he was promoted to the Accountants cadre. He was also posted as an acting agent for a brief period at the Kalyan Branch of the Bank in November, 1945. In August, 1947 he was asked to go to Karachi branch as Accountant and after prolonged correspondence and after making repeated representations, the Bank cancelled the order of transfer in view of the tense communal situation prevailing at that time and he was transferred and posted to Nagpur branch as an Accountant. In April, 1948 he was transferred to the head office of the Bank at Mangalore. In 1948 Sri Shenoy was suspended on the ground that he claimed a higher fare while on transfer from Nagpur to Mangalore and later on in November, 1948, he was dismissed for the said alleged misconduct. The Sen Tribunal set aside the order of dismissal and directed the reinstatement of Sri Shenoy. He was given the salary which he would have been drawing on the date of the reinstatement if there had been no dismissal. Subsequent to the passing of the said award, the management of the bank offered to Sri Shenoi reinstatement as an Accountant on lower salary or reinstatement on higher emoluments as a clerk. In view of the substantial difference in emoluments and as per the direction of the bank Sri Shenoy worked thereafter as a clerk and was posted at the Madras Branch of the Bank. In September, 1962, Sri Shenoy was called upon by the bank to appear for a written test in Commercial Practice, Correspondence, Principles and Practice of Banking and the Bank's manuals of instructions. Sri Shenoy brought to the notice of the Bank that he could not be called upon to appear for any tests as he was a confirmed accountant prior to his dismissal in 1948 and hence he could not be called upon to appear for any tests for his promotion to the post of Assistant Accountant.

11. According to the management, Sri Shenoy accepted the appointment of probationary Assistant Accountant subject to all the conditions without demur.

By a letter dated September, 4, 1962 Sri U. Surendra Shenoy was informed about the tests to be held on the following subjects:

1. Commercial Correspondence.
2. Principles and Practice of Banking and
3. Manual of Instructions.

Sri Shenoy claimed that he should not be called upon to appear for the tests in view of the fact that he had, prior to his dismissal from service held the position of an Accountant. The Bank informed him that his request to waive the test could not be conceded, pointed out the circumstances under which he was given the choice to be an Accountant at the time of reinstatement were entirely different. In spite of this, Sri Shenoy pressed for waiving of the test in his case. The Bank extended his period of probation by three months and in the meantime the matter was taken up for conciliation by the Regional Labour Commissioner (Central) Madras. He was reverted as a clerk with effect from March, 13, 1963. According to the respondent whatever might have been the procedure followed in the past in the matter of promotions, the bank had to follow a uniform procedure for promotion at a given time. Making a departure in the case of Sri U. Shenoy was likely to cause dissatisfaction among the other employees in the clerical cadre. I shall now proceed to consider the relevant documents relating to this case and also the oral evidence.

12. The employee concerned in the case gave evidence. According to his evidence he was promoted as Assistant Accountant on 1st July 1942. In 1945 he was working as Accountant in Girgaum branch. From Girgaum he was transferred to Poona office in 1st September 1946. In 1954 or 1955 the system of having test for promotion from the clerical cadre to Accountant's post came into force. He was reinstated from 1st January 1955. He was offered the post of Accountant after Ghanshayam Das Award. During cross examination he stated that he was given the option to accept clerk's post on higher salary or Accountant's post. He did not exercise the option and the management posted him as clerk. When he was reinstated in 1955 as clerk he was aware only of the monetary benefit and not of any disadvantage. He was not quite aware of the conditions of service of a clerk in 1955 as he was not in service till the end of 1954. He did not get all the benefits of a clerk with long years of service. The salary was not in accordance with Sastri Award.

13. The contention of the management is that Sri Surendra Shenoy having accepted the post of clerk and having worked as a clerk, should have appeared for the written test which was prescribed for promotion to the post of Assistant Accountant, and it was not open to him to contend that because he was working as Accountant before reinstatement he should not have been called upon to write a test. At the time of reinstatement, Sri Surendra Shenoy did not exercise the option given to him and consequently he was fitted in the clerical cadre. He had therefore, to rank along with other employees in the clerical cadre and seek his chance of promotion according to the rules prescribed for clerks for promotion. Subsequent to the framing of the service code by the bank, a settlement was arrived with the Canara Bank Employees' Union, to have a written test to find out whether they were suitable for confirmation in the higher post. To decide the issue under reference, it is sufficient to refer to see letter from U. Surendra Shenoy, to the Branch Manager, Canara Bank Ltd., G. N. Street, Madras-1 informing him that he was not in a position to appear for the test. Ex. M.2 is a letter from the Manager, Canara Bank to Surendra Shenoy referring to his refusal to appear for a written test on 5th January 1963. Ex. M.3 is another letter from the Manager to Surendra Shenoy informing him that a test was fixed at 15th of 3 P.M. and in case, he failed to appear for the test, it would be deemed that he had refused to write it. Ex. M.4 is a letter from Surendra Shenoy to the Manager Canara Bank Ltd., G. N. Street, Madras, expressing his inability to appear for the test, for the reasons mentioned by him in the letter tendered to the Manager. Ex. M.5 is a letter addressed to the General Manager, Canara Bank Ltd., A.O Bangalore, by Surendra Shenoy explaining the position why he should not be subjected to a test for the purpose of conferring the grade of Assistant Accountant and requesting the General Manager not to treat his action as an act of insubordination. Ex. M.6 is a letter from the manager, Canara Bank to Surendra Shenoy informing him that on 15th January, 1963 also he did not appear for a test. Ex. M. 7 is a letter from Surendra Shenoy to the Manager expressing his inability to attend the test. Ex. M. 9 is another letter from the Manager, Canara Bank dated 13th January, 1963 informing Sri Surendra Shenoy that a test would be administered to him on the 19th instant at 1 p.m. Ex. M.10 is another letter from the manager, Canara Bank informing Sri Shenoy that he refused to appear for the

test. Ex.M.11 is a letter from Sri Surendra Shenoi to the General Manager, Bangalore to reconsider the matter and to waive the test. Ex.M.12 is a letter from the Deputy General Manager, Canara Bank Ltd., dated 30th January, 1964 to Sri U. Surendra Shenoy enclosing a copy of settlement informing him that in terms of the settlement the bank proposed to administer the written test to him on the knowledge of the Bank's manuals of Instructions and General English, at Madras Office on 28th February, 1964. Ex.M.13 is a letter from Surendra Shenoi to the General Manager, Canara Bank Limited, Administrative office, Bangalore City stating that there would be no difficulty to treat him as an excepted and suitable case not requiring to appear for a test.

14. It is not necessary to refer to the other statements made in Ex. M. 13. Ex.M.14 is a copy of the letter from the Deputy General Manager to Sri U. Surendra Shenoi dated February, 22, 1964 and it is as follows:—

"In terms of the memorandum of settlement dated January, 2, 1964 arrived at by and between the management of the Bank and the Canara Bank Employees' Union, among other things we have agreed to apply the formula for promotion to you and some other on a priority basis. As per the said memorandum of settlement you will be administered a written test on or before February, 29, 1964 as already advised. Your case for promotion as Assistant Accountant can be considered on a priority only if you appear for and score 50 per cent. of the maximum marks in the test as per the said memorandum of settlement. The said memorandum of settlement is binding on you. We trust you will appear for the test about which you have already been informed. Failure to appear for and score the requisite marks in the test will result in your case being not considered on a priority basis."

15. Ex.M.15 is a letter from the Deputy General Manager, Administrative Office of Canara Bank Ltd., dated 22nd February 1964 informing him about the duration of the test and the timings. Ex. M. 16 is a copy of the letter from Sri Shenoy to the Manager stating that he would not be appearing for the test for reasons mentioned by him earlier. Ex.M.17 is a copy of memorandum of settlement arrived at between the management of the canara bank limited and the Canara Bank Employees' Union in the matter of appointment of clerks and Assistant Accountants. One of the conditions mentioned therein is that those who do not pass the written test shall not be considered for appointment as Assistant Accounts irrespective of the number of marks obtained by them under the head Seniority and qualifications. Only those who pass the written test shall qualify for the interview or *viva voce*.

16. In spite of the repeated direction of the bank to appear for the test and was insisting on waiving of the test in his case. The management in pursuance of the settlement arrived at between the management of the Canara Bank Limited and the Canara Bank Employees' Union, prescribed rules and a test for promotion for the Assistant Accountant, was therefore, justified in insisting on a written test. Sri Surendra Shenoi, having worked as a clerk after reinstatement, and when a test was prescribed for promotion of a clerk to Assistant Account was not justified in refusing to appear for the test, and insisting on his being promoted without a written test. It is the evidence of Sri Shenoi that the written test was dispensed with from 11th August, 1967.

17. After arguments were closed and the passing of the award was reserved a memo was filed by the management, stating that Sri U. Surendra Shenoy, was promoted as special Assistant with effect from 1st February 1968. Then the matter was posted to Court for hearing the representation of the Union. It was admitted by the advocate appearing for the Union that Sri Shenoy was promoted with effect from 1st February 1968 as per the formula contained in the settlement dated 11th August, 1967. According to the memo, Sri Shenoy was promoted as Special Assistant with effect from 1st February, 1968 as per the formula contained in the settlement dated, August, 11th 1967.

18. As a test was prescribed for promotion from the category of Clerk to the category of Assistant Accountant, and as the management directed Sri Shenoy several times to appear for the said written test, and as he refused to appear for the said written test, he was not entitled to be promoted as long as the prescribed test was in found. The test was abolished on 11th August, 1967 and Sri Surendra Shenoi was promoted on 1st February, 1968. In the circumstances, the latter part of the issue does not arise for consideration.

19. On the first part of the issue, I hold that the Bank was justified in insisting on Sri U. Surendra Shenoi to appear for a written test prescribed for promotion to the post of Assistant Accountant and as he failed to do so, he is not entitled to any

relief or benefit asked for in paragraph 17 of the claim statement. The issue is found accordingly.

20. An award is passed in terms of the above finding of the issue. Parties are directed to bear their own costs.

(Sd.) M. TAJAMMUL HUSSAIN,  
Industrial Tribunal.

*List of Witnesses Examined :*

*For the worker :—*

1. U. Surendra Shenoi . . . . . 12-1-1968

*For the Management :—*

N.I.I.

*List of Documents marked :*

*For the Worker :—*

I. Ex.W.1	Alterations in the present scales of pay and allowances.	11-6-1941
Ex. W. 2	Letter from Canara Bank Employees Association to The Conciliation Officer Madras-7	22-1-1963
E. W. 3	Letter from Canara Bank Employees Association to The Regional Labour Commissioner (Central) Madras-7	30-12-1965
Ex. W. 4	Letter from Canara Bank Employees Association to the Secretary Ministry of Labour and Employment Government of India New Delhi	7-6-1963
Ex. W. 5	Circular No. 11/63 issued by Canara Bank Employees Union.	23-3-1963
Ex. W. 6	Copy of the letter addressed by Sri U. Surendra Shenoi to the General Manager	28-2-1964
Ex. W. 7	Copy of Circular No. 4/51 of Canara Bank Ltd.	6-1-1951
Ex. W. 8	Extracts from the resolution of Board of Directors of Canara Bank Ltd	19-10-1937
Ex. W. 9	Letter No. EST : B: 16017-E7 addressed by the Bank to Sri K. Narayana Kamath.	10-8-1964
Ex. W. 10	Letter addressed by Sri K. Narayana Kamath to bank's Dy. General Manager	14-7-1964
Ex. W. 11	Letter addressed by Sri K. Narayana Kamath to Banks General Manager	17-6-1964
Ex. W. 12	Letter No. EST : B: 5372E-7 addressed by the Bank to Sri K. Narayana Kamath	26-3-1964
Ex. W. 13	Confidential Circular No. 21/58 issued by Bank	19-11-1958
Ex. W. 14	Report on failure of conciliation M 107(54) 65ALC	19-7-1966
Ex. W. 15	Minutes of Conciliation held by C.O. (Asstt. Lab. Com.)	11-7-1966
Ex. W. 16	Copy of the letter addressed by Canara Bank Employees Association to the R.L.C.	30-12-1965
Ex. W. 17	Copy of the letter addressed by C.B.E. Assn. to C.O. Madras	21-11-1965
Ex. W. 17	Copy of letter No. EST : A: 7973H21(Con.) addressed by the Dy. General Manager to R.L.C., Madras.	9-12-1965
Ex. W. 18	Letter No. 51(24)63/LIRV from Ministry of Labour Govt. of India to C.B.E. Assn.	27-4-1963
Ex. W. 19	Letter No. 51(24)63/LIRV from Ministry of Labour G.C.I.	11-4-1963
Ex. W. 20	Copy of Office order of Branch Manager to Sri Shenoi	9-4-1963
Ex. W. 21	Minutes of Conciliation held by C.O. (Cen) Madras	28-3-1963
Ex. W. 22	Sri U. S. Shenoi's letter to the Bank's General Manager	22-3-1963
Ex. W. 23	Copy of Office order of Branch Manager to Sri Shenoi	21-3-1963
Ex. W. 24	Letter No. Ms. 5045 F-10 from the Bank to Sri Shenoi	20-3-1963
Ex. W. 25	Letter Ms. 1586:E-10 from the Bank to Sri Shenoi	28-1-1963
Ex. W. 26	Letter Ms. 327 E-10 from the Bank to Sri Shenoi	5-1-1963
Ex. W. 27	Letter addressed by Shri Shenoi to the Bank's General Manager	17-11-1962

Ex. W. 28	Letter Ms. 16642 E. 10 of Bank to Sri Shenoi	19-10-1962
Ex. W. 29	Letter Ms. 16634. E. 10 of Bank to Sri Shenoi	19-10-1962
Ex. W. 30	Letter Ms. 16972 EP of Bank to Sri Sheroi	10-10-1962
Ex. W. 31	Letter addressed by Shri Shenoi to Deputy General Manager of Bank.	3-10-1962
Ex. W. 32	Do.	14-9-1962
Ex. W. 33	Letter Ms. 14739 EP by Bank to Sri Sheroi	20-9-1962
Ex. W. 34	Letter Do. 2397: E-29 by the Bank to Sri Shenoi	4-9-1962
Ex. W. 35	Letter Ms. 6715: E-7 by the Bank to Sri Shenoi	30-4-1962
Ex. W. 36	Letter No. 100 1200: E-7 by the Bank to Sri Shenoi	30-4-1962
Ex. W. 37	Letter Ms. 3321: E-7 by the Bank to Sri Shenoi	25-4-1957
Ex. W. 38	Memorandum of settlement before C.O. (Central) Madras	26-7-1955
Ex. W. 39	Minutes of Conciliation held by the C.O. (Central) Madras.	12-7-1955
Ex. W. 40	Letter addressed by Sri Shenoi to the R.L.C. Madras	15-3-1955
Ex. W. 41	Letter addressed by Sri Shenoi to the Bank's General Manager	1-1-1955
Ex. W. 42	Letter No. Ms. 4186: E-19 of Canara Bank to Sri Shenoi	21-12-1954
Ex. W. 43	Proceedings of the Executive Committee of Board of Directors of the Bank re: Sri Shenoi.	20-12-1954
Ex. W. 44	Extract from the Gazette of India at pages 2696 to 2701 ordering re-instatement of Sri Sheroi	27-II-1954
Ex. W. 45	Letter 8/HO/61/2339 by Bank to Sri Sheroi	28-5-1947
Ex. W. 46	Letter 8/HO/33/1115 by Bank to Sri Sheroi	11-II-1946
Ex. W. 47	Letter Ms. 1906: E from the Bank to Sri U. Surendra Sheroi	17-7-1942
Ex. W. 48	The matter of Appointment of Clerks as Assistant Accountant (Special Assistants)	

*For the Management:—*

Ex. M. 1	Letter of Shri U. Surendra Shenoi to the Manager G. N. St. Madras Branch.	12-10-1962
Ex. M. 2	Copy of letter 8: HO:106/63 from the Manager G. N. St. Madras branch to Shri U. S. Shenoi	10-I-1963
Ex. M. 3	Letter from Shri U. Surendra Shenoi to the manager G. N. St. Madras branch	10-I-1963
Ex. M. 4	Copy of letter 8/HO/120/63 dated 12-1-1963 of the manager G. N. St. Madras to Sri U. Surendra Shenoi	12-I-1963
Ex. M. 5	Letter from Shri Surendra Shenoi to the General Manager	15-I-1963
Ex. M. 6	Copy of letter 8: HO: 150/63 from the manager G. N. St., Madras branch to Sri U. Surendra Shenoi	15 I-1963
Ex. M. 7	Letter from Sri U. Surendra Shenoi to manager, G.N. St., Madras branch	16-I-1963
Ex. M. 8	Letter from Sri U. Surendra Shenoi to the General Manager	18-I-1963
Ex. M. 9	Copy of letter 8: HO: 150/63 from the manager G. N. St., Madras to Sri U. S. Shenoi	18-I-1963
Ex. M. 10	Copy of letter 8: HO:180/63 from the manager, G.N.St., Madras Sri U. S. Shenoi	19-I-1963
Ex. M. 11	Letter from Shri U. Surendra Shenoi to the General Manager	
Ex. M. 12	Copy of letter EST: B: 1566: E-7 from the Deputy General Manager, Establishment Department A.O. to Shri U. Surendra Shenoi	30-I-1964
Ex. M. 13	Letter from Shri U. Surendra Shenoi to the General Manager	17-2-1964
Ex. M. 14	Copy of letter EST/A/3774/E-7 from the Deputy General Manager, Establishment Department to Shri U. Surendra Shenoi	22-2-1964
Ex. M. 15	Copy of letter EST/B/3085/E-7 from Deputy General Manager, Establishment Department to Shri U. Surendra Shenoi	22-2-1964
Ex. M. 16	Letter from Shri U. Surendra Shenoi to the Manager, G. N. St., Madras	28-2-1964
Ex. M. 17	The matter of appointment of clerks as Assistant Accountant.	25-I-1964

Ex. M. 18 S 12cessions and discriminations in the matter of promotion of employees to accountants cadre and employment of clerks as Assistant Accountant. . . . .

25-1-1964

Ex. M. 19 Minutes of the Joint conference between the representatives of the management to Canara Bank Limited and these of the Canara Bank Employees' Union. . . . .

14-7-1965

**Note.**—Parties are directed to take return of their document/documents within six months from this date.

[No. 51/41/68/LRIV.]

### ORDERS

*New Delhi, the 19th March 1968*

**S.O. 1182.**—Whereas the Central Government is of opinion that an industrial disputes exists between the employers in relation to Messrs Kooverjee V. Curumsey, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

### SCHEDULE

Whether the retrenchment of undermentioned workmen by Messrs Kooverjee V. Curumsey, Bombay with effect from the 1st December, 1966, was justified? If not, to what relief are they entitled?

- 1. Shri S. D. Shinde }
- 2. Shri A. V. Lohana } Dock Clerks.
- 3. Shri K. S. Rane }
- 4. Shri H. G. Hinge —Mucadam
- 5. Shri A. Coutinho— Custom Clerk

[No. 28(6)/68-LR.III.]

*New Delhi, the 20th March 1968*

**S.O. 1183.**—Whereas the employers in relation to the Skandia Insurance Company Limited, Bombay and their workmen represented by the General Insurance Employees Union, Bombay, have jointly applied to the Central Government for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the demands of the workmen set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said General Insurance Employees Union, Bombay represents the majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

### SCHEDULE

#### *Charter of Demands*

All the demands contained herein below shall apply to all the employees employed in Skandia Insurance Co Ltd., Bombay.

**I. Classification of Employees:**

The employees will be classified into the following categories:—

- (a) Sepoy's and Head Peons shall be placed in Grade 'A'.
- (b) Drivers shall be placed in Grade 'B'.
- (c) Record Clerks shall be placed in Grade 'C'.
- (d) Assistants, Telephone Operators, Typists, Receiving and Paying Cashiers, Comptometer Machine Operators shall be placed in Grade 'D'.
- (e) Higher Grade Assistants, Special Assistants, Senior Assistants, Head Typists, Senior Cashiers, Stenographers etc. shall be placed in Grade 'E'.
- (f) Supervisory staff, variously termed as Superintendents, Assistant Superintendents, Head Clerks, Sectional Heads, Branch Accounts etc shall be placed in Grade 'F'.

**II. Scales of Pay:**

Grade A : Rs. 120—5/6—150—6/7—192—8/6—240 in 19 years.

Grade B : Rs. 180—6/2—192—8/6—240—10/3—270 in 11 years.

Grade C : Rs. 190—8/3—214—10/5—264—12/3—300—15/4—360 in 15 years

Grade D : Rs. 200—10/4—240—15/5—315—20/8—475 in 17 years

Grade E : Rs. 275—15/5—350—20/5—450—25/5—575 in 15 years

Grade F : Rs. 350—30/6—530—40/4—690 in 10 years

**III. Dearness Allowance:**

Dearness allowance shall be paid at the rate of  $1\frac{1}{2}$  per cent of the basic pay for every rise of 5 points over the cost of living index figures of 360 (1934—100 points) subject to a minimum of Rs. 20. The Bombay working class consumption Price Index shall be taken as the basis for calculating the Dearness Allowance.

**IV. Adjustment**

An employee shall be fitted into the new scales on a point to point basis. The basic pay and the dearness allowance as on 31st December, 1964 shall be treated as basic pay only for the purpose of adjustment of basic pay to the new scale of pay.

If any employee is drawing more basic pay than what is warranted after proper adjustment as above, shall continue to receive the excess amount as personal pay and shall be also given usual annual increments.

**V. Employees engaged in work mentioned below and/or designated as below shall be entitled to Special Allowance per mensem in addition to their salaries and emoluments in the manner stated below:—**

- (a) Bank Peons, Despatch Peons, Head Peons, Franking Machine and Duplicating Machine Operators and such other Employees Rs. 20 per month
- (b) Typists, Comptometer Operators, Telephone Operators, Paying and Receiving Cashiers and such other employees Rs. 30 per month.

**VI. Special Increments:**

Besides the above the employees under Grade 'D' and 'E' shall be entitled to Special Increments for passing the following examinations on the scale shown against each examination.

On Graduation—2 Increments.

Licentiates or A.C.I.I. Part I	)
A.F.I.I. Part I or A.C.I.I. Part II	
A.F.I.I. Part I or A.C.I.I. Part III	
Chartered Accountant	} 1 Increment for each Part.

**N.B.—**A graduate appointed as an assistant shall get a higher starting salary by two increments. Those graduates Assistants who have not received the graduation increments, shall also get two increments.

### VII. Other Allowances:

**A. Overtime Allowances**—An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wage, inclusive of special allowance and all other allowances. No employee shall be engaged in for overtime work for more than 90 hours in a calendar year.

**B. Officiating Allowance**.—(1) If an employee is required to officiate in a higher post he shall be entitled to an 'Acting Allowance' at the rate of 20 per cent of his salary for the period for which he officiates.

(2) If an employee is required to act in a post for which special pay is provided, he shall be entitled to pro-rata special allowance for the period of such work done.

**C. House Rent Allowance**—All the employees shall be paid as 'House Rent' a sum at the rate of 10 per cent of their basic salary per mensem, subject to a minimum of Rs. 20.

### VIII. Amenities:

**Subsidies**.—(1) Text Books for ACII or Federation of Insurance Institute Examination shall be supplied by the Company in turn. Examination fee shall be paid by the employer after the employee passes the examination.

(2) Adequate subsidy shall be given for Sports, Recreation and Cultural Activities of the employees.

(3) All the employees shall be entitled to a Free Personal Accident (Annual) Policy the premiums of which shall be borne by the Employees. The sum assured of such a policy shall be Rs. 10,000, Rs. 7,500, Rs. 5,000 and Rs. 2,500 for the employees in Grades F, E, D and C, B and A respectively.

(4) Adequate subsidy shall be given for cheap canteens for supply of wholesome food to the employees in the Office Premises.

All the employees shall be entitled to free medical aid for selves and their dependants. All the cost of hospitalisation, medicines and doctors' bills shall be borne by the employer.

### IX. Gratuity.

On retirement, or retrenchment or on death or on total and permanent disability of an employee while in the service of the Company one month's basic salary for each year of continuous service subject to a maximum of 20 months basic salary.

On resignation from service after completion of 10 years continuous service— one month's basic salary for each year of continuous service subject to a maximum of 20 months basic salary.

On termination of service by the Company—one month's basic salary for each completed year of service but not more than 20 months basic salary.

The salary for the purpose of calculating Gratuity shall be the terminal basic salary drawn by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service as the case may be.

### X. Retirement Age

The age of retirement of an employee shall be 60 years.

### XI. Provident Fund:

1. All permanent employees shall be made members of the Provident Fund.

2. The rate of contribution should be 8 1/3 per cent of the total emoluments i.e. basic pay plus dearness allowance plus special allowance, if any, with equal

contribution by the Company. The employees should however, be allowed to contribute voluntarily up to 15 per cent of their salary without corresponding contribution from the Company.

3. Interest at a minimum rate of 6 per cent should be paid on the total contribution by the employees and the Company.

4. Unclaimed fund should be distributed *pro-rata* every three years amongst the existing employees from time to time.

5. Full benefits of the Fund should be permitted to the employees on completion of five years of service.

6. Loan from the Provident Fund to the extent of 6 months salary or 100 per cent of the employees' contribution whichever is more shall be granted to the employees at a time.

On the Board of Provident Fund Trust, the employees and the employers should have equal number of representatives. The employees' representatives should be elected by themselves by simple majority of votes. Re-election of the Employees' representative should be held every three years unless necessitated earlier by death or resignation or recall by a majority of the employees.

#### XII. Leave:

*Casual Leave.*—15 days casual should be given in a calendar year. 6 days casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to holidays and Sundays.

*Privilege (Earned) Leave.*—Privileged leave should be allowed to all employees at the rate of 1 day for every 11 calendar days. Employees should be allowed to accumulate leave up to 6 months. Return fare to the employees, his wife and dependents should be granted once in a 2 years for going anywhere in India.

*Sick leave.*—Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months. In case of prolonged illness further sick leave with half pay should be allowed up to 6 months and another 6 months without pay.

*Examination Leave.*—Employees shall be allowed adequate leave for appearing in all the recognised examinations in addition to all other leave.

*Special Leave.*—Adequate leave shall be allowed to the Union Representatives and Office Bearers of the All India Insurance Employees' Association and/or its affiliated Units to enable them to attend the meetings and conferences of the Union and their Central Organisations and to participate in the Tribunals and Conciliation Proceedings.

#### XIII. Security of Service:

No employee shall be victimised for Trade Union activities.

#### XIV. Working Hours:

The working hours for employees in Grades C, D, E and F shall be 33 hours a week and 36 hours for employees in Grades A and B. A grace time of 15 minutes shall be allowed before they are marked late.

#### XV. Bonus:

*Customary.*—Employees shall be paid 4 months Gross Salary as Bonus per year.

#### XVI. Uniform to Employees in the Grades A and B:

An employee of Grade A and B shall be provided with the following outfit annually.

(1) Summer Uniform	.. Four Sets
(2) Umbrellas	.. One
(3) Footwear	.. Two pairs
(4) Rain Coat	.. One for those who are to do outdoor duties.

**XVIII. Recruitment:**

Recruitment shall be made from amongst the retrenched employees of the General Insurance Industry, registered in the Pool as demanded in the resolution adopted in the All India Convention of General Insurance Employees held on the 15th and 16th August, 1960 in Bombay under the auspices of the All-India Insurance Employees Association. Only in case such employees are not available in the Pool, recruitment might be made through the Local Employment Exchanges. In case of recruitment from among the retrenched employees, due credit shall be given to the past service and all restrictions regarding educational qualifications etc. applicable to recruits shall be waived.

**XIX. Confirmation:**

Employees shall be confirmed after 3 months probationary service automatically.

**Temporary Staff.**—Company may employ temporary employees performing duties of purely temporary nature. But such staff in no instance shall exceed more than 6 months in temporary service after which he shall be treated automatically in permanent service, from the date of appointment.

**XXI. Promotions:**

No direct recruitment shall be made in Grades C, D, E and F and all vacancies in these Grades shall be filled in by way of promotions shall be made on the basis of seniority and merits of the employees. Employees in Grades A and B shall be absorbed in Grade 'D' on passing the S.S.C, S.S.L.C., or equivalent examinations.

**XXII. Transfers:**

No employee shall be transferred from one place to another without his prior written consent.

**XXIII. Date of Effect:**

All benefits stated in this Charter of Demands shall have effect from 1st January, 1965 unless stated otherwise.

**XXIV. Trade Union Rights:**

The All-India Insurance Employees Association and its affiliated units shall be given due recognition and such facilities as providing Trade Union Offices and holding Trading Union Meetings in Office premises and hanging Notice Board of the Union should be granted.

**XXV. Existing Rights and Privileges:**

Nothing contained in this Charter shall adversely effect or take away from any employee or Group of employees any right, privileges or usages practice or conventions amenities or other conditions of service that are already vested in or enjoyed by such employees or group of employees.

**XXVI. Holidays:**

All the holidays come under the Purview of the Negotiable Instrument Act should be treated as holidays and the following full and sectional holidays will be observed:

1. Makar Sankrant	..	½ day.
2. Ashadi Ekadashi	..	½ day.
3. Shravan Mondays	..	½ day.
4. Anant Chaturdashi	..	½ day
5. Kartik Ekadashi	..	½ day
6. Mahashivratri	..	Full day.
7. Shree Ramnavmi	..	Full day.
8. Cocoanut Day	..	Full day.
9. Gokul Ashtmi	..	Full day.
10. Kali Chaudas	..	Full day.

11. Bhal Bhij	.. Full day.
12. Jamshedji Naviaz	.. Full day.
13. Khordadsal	Full day
14. December 24th	.. $\frac{1}{2}$ day.

[No. 26/2/68-LR.III.]

*New Delhi, the 23rd March 1968*

**S.O. 1184.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Saori Mine of M/s. C. P. Syndicate (P) Limited, Nagpur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

#### SCHEDULE

Whether having regard to the wages paid to their workmen by the managements of other mines in the neighbouring areas, the demand of the workmen of Saori Mine, Post Office Tirodi, District Bolaghat employed either directly by its owners M/s. G. P. Syndicate (P) Limited, Byramji Town, Nagpur or through any contractor for revision of the existing wage rates is justified? If so, to what relief are the workmen entitled?

[No. 35/15/67-LR.I.]

*New Delhi, the 25th March 1968*

**S.O. 1185.**—Whereas an application under sub-section (2) of section 33C of the Industrial Disputes Act, 1947 (14 of 1947), specified in the Schedule hereto annexed, is pending before the Labour Court, Bombay;

And whereas for the ends of justice and convenience of parties the said application should be disposed of without delay;

Now, therefore in exercise of the powers conferred by section 7 and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Labour Court of which Shri T. Kulkarni will be the Presiding Officer, with headquarters at Nagpur withdraws the proceedings in relation to the said application pending before the Labour Court, Bombay, and transfers the same to the Labour Court, Nagpur for the disposal of the proceedings and directs that the said court shall proceed with the said proceedings from the stage at which it is transferred and dispose of the same according to law.

#### SCHEDULE

S. No.	Case No.	Name of the Applicant	Remarks
1.	LCB/142/67/391/67	Shri M. L. Trivedi	

[No. 2(11)/68-LR.III.]

**S.O. 1186.**—Whereas the employers in relation to the Ruby General Insurance Company Limited, Bombay and their workmen represented by the General Insurance Employees Union, Bombay, have jointly applied to the Central Government for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the demands of the workmen set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said General Insurance Employees Union, Bombay, represents the majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

##### *Charter of demands*

All the demands contained herein below shall apply to all the employees employed in Ruby General Insurance Co. Ltd., Bombay.

##### I. Classification of Employees:

The employees will be classified into the following categories:—

- (a) Sepoys, and Head Peons shall be placed in Grade "A".
- (b) Drivers shall be placed in Grade "B".
- (c) Record clerks shall be placed in Grade "C".
- (d) Assistant, Telephone Operators, Typists, Receiving and Paying Cashiers, Comptometer Operators, shall be placed in Grade "B".
- (e) Higher Grade Assistants, Special Assistant, Senior Assistants, Head Typists, Senior Cashiers, Stenographers, etc. shall be placed in Grade "E".
- (f) Supervisory Staff, variously termed as Superintendents, Assistant Superintendents, Head Clerks, Sectional Heads, Branch Accountants etc shall be placed in Grade "F".

##### II. Scales of Pay:

Grade A. Rs. 120—5|6—150—6 7—182—8|6—240 in 19 years.

Grade B. Rs. 180—6|2—102—3|3—240—10|3—270 in 11 years.

Grade C. Rs. 190—8|3—214—10|5—264—12|3—300—15 4—360 in 15 years.

Grade D. Rs. 200—10|4—240—15 5—315—20|8—475 in 17 years

Grade E. Rs. 275—15|5—350—20|5—450—25|5—575 in 15 years.

Grade F. Rs. 350—30|6—530—40|4—690 in 10 years.

##### III. Dearness Allowance:

Dearness allowance shall be paid at the rate of  $1\frac{1}{2}$  per cent of the basic pay for every rise of 5 points over the cost of living index figure of 360 (1934—100 points) subject to a minimum of Rs. 20. The Bombay working class Consumer Price Index shall be taken as the basis for calculating the Dearness Allowance.

##### IV. Adjustments:

An employee shall be fitted into the new scales on a point to point basis. The basic pay and the dearness allowance as on 31st March, 1964, shall be treated as basic pay only for the purposes of adjustment of basic pay to the new scale of pay.

If any employee is drawing more basic pay than what is warranted after proper adjustments as above, shall continue to receive the excess amount as personal pay and shall be also given usual annual increments.

##### V. Special Allowance:

Employees engaged in work mentioned below and/or designated as below shall be entitled to special Allowance per month in addition to their salaries and emoluments in the manner stated below:—

- (a) Bank peons, Despatch peons, Head Peons Franking Machine and Duplicating Machine operators and such other employees Rs. 20 per month.
- (b) Typists, Comptometer Operators, Telephone Operators, Paying and Receiving Cashiers and such other employees Rs. 30 per month.

## VI. Special Increments:

Besides the above, the employees under Grade "D" and "E" shall be entitled to Special Increments for passing the following examinations on the scale shown against each examination.

On Graduations	2 increments.
1. Licentiate or A.C.I.I. Part I	
2. A.F.I.I. Part I or A.I.I. Part II	{
3. A.F.I.II Part I or A.C.I.II. or Part III	
4. Chartered Accountant	}
	1 increment for each.

*N.B.—*A graduate appointed as an assistant shall get a higher starting salary by two increments. Those graduates Assistants who have not received the Graduation increments shall also get two increments.

## VII. Other Allowances:

**A. Overtime Allowances:** An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wage inclusive of Special allowance and all other allowances. No employee shall be engaged in for overtime work for more than 90 hours in a calendar year.

**B. Officiating Allowance.**—1. If an employee is required to officiate in a higher post, he shall be entitled to an "Acting Allowance" at the rate of 20 per cent of his salary for the period for which he officiates.

2. If an employee is required to act in a post for which special pay is provided, he shall be entitled to *Pro-rata* special allowance for the period of such work done.

**C. House Rent Allowance.**—All the employees shall be paid as "House Rent". a sum at the rate of 10 per cent of their basic salary per mensem subject to a minimum of Rs. 20.

## VIII. Amenities:

**Subsidies.**—1. Text Books for CII or Federation of Insurance Institute Examination shall be supplied by the Company in turn. Examination fee shall be paid by the employer after the employee passes the examination.

2. Adequate subsidy shall be given for Sports, Recreation and Cultural Activities of the employees.

3. All the employees shall be entitled to a Free Personal Accident (Annual) Policy, the premium of which shall be borne by the Employers. The sum assured of such a policy shall be Rs. 10,000, Rs. 7,500, Rs. 5,000 and Rs. 2,500 for the employees in Grades F, E, D & C, B and A respectively.

4. Adequate subsidy shall be given for cheap canteens for supply of wholesome food to the employees in the office premises.

5. All the employees shall be entitled to free medical aid for selves and their dependents. All the cost of hospitalisation, medicines and doctors' bills shall be borne by the employer.

## IX. Gratuity:

On retirement or retrenchment or on death or on total and permanent disability of an employee while in the service of the Company: One month's basic salary for each year of continuous service subject to a maximum of 20 months basic salary.

On resignation from service after completion of 10 years continuous service:—

One Month's basic salary for each year of continuous service subject to a maximum of 20 Months basic salary.

On termination of service by the Company:

One month's basic salary for each completed year of service but not more than 20 months' basic salary.

Salary for the purpose of calculating Gratuity shall be the terminal basic salary drawable by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service as the case may be.

#### X: Retirement Age:

The age of retirement of an employee shall be 60 years.

#### XI. Provident Fund:

1. All permanent employees including part-time employees shall be made members of the Provident Fund.

2. The rate of contribution should be 8 1/3 per cent of the total emoluments i.e. basic pay plus dearness allowance plus special allowance, if any, with equal contribution by the Company. The employees should, however, be allowed to contribute voluntarily up to 15 per cent of their salary without corresponding contribution from the Company.

3. Interest at a minimum rate of 3 per cent should be paid on the total contribution by the employees and the Company.

4. Unclaimed Fund should be distributed *pro-rata* every three years amongst the existing employees from time to time.

5. Full benefits of the Fund should be permitted to the employees on completion of five years of service.

6. Loan from Provident Fund to the extent of 6 months salary or 90 per cent of the employees' Contribution whichever is less shall be granted to the employees at a time.

On the Board of Provident Fund Trust, the employees and employer should have equal number of representatives. The employees' representatives should be elected by themselves by simple majority of votes. Re-election of the Employees' representatives should be held every three years, unless necessitated earlier by death or resignation or recall by the majority of the employees.

#### XII. Leave:

*Casual Leave*—15 days casual leave should be given in a calendar year. 6 days casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to holidays and Sundays.

*Privilege (earned) leave*.—Privilege leave should be allowed to all employees at the rate of 1 day for every 11 calendar days.

Employees should be allowed to accumulate leave up to 6 months. Return fare to the employees, his wife and dependents should be granted once in 2 years for going anywhere in India.

*Sick leave*.—Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months.

In case of prolonged illness further sick leave with half pay should be allowed up to 6 months and another 6 months without pay.

*Special Leave*.—Adequate leave shall be allowed to the Union Representative and Office Bearers of the All India Insurance Employees' Association and/or its affiliated Units to enable them to attend meetings and conferences of the Union and their Central Organisation and to participate in the Tribunals and Conciliation Proceedings.

*Examination Leave*.—Employees shall be allowed adequate leave for appearing in all the recognised examinations in addition to all other leave.

#### XIII. Security of Service:

No employee shall be victimised for Trade Union Activities.

#### XIV. Working Hours:

The working hours for employees in Grades C, D, E. & F shall be 33 hours a week and 36 hours for employees in Grades A&B. A grace time of 15 minutes shall be allowed before they are marked late.

**XV. Bonus**

Custodial Employees shall be paid four months gross salary as Bonus per year.

**XVI. Uniforms to Employees in the Grades A & B:**

An employee of Grade A and B shall be provided with the following Outfit Annually:—

1. Summer Uniform—Three Sets.
2. Umbrellas—One
3. Footwear—Two pairs
4. Rain Coat—One for those who are to do out-door duties
5. Caps.

**XVII.** Recruitment shall be made from amongst the retrenched employees of the General Insurance Industry, registered in the Pool as demanded in the resolution adopted in the All India Convention of General Insurance Employees held on the 15th and 16th August 1960 in Bombay under the auspices of the All India Insurance Employees Association. Only in case such employees are not available in the Pool, recruitment might be made through the local Employment Exchanges. In case of recruitment from among the retrenched employees, due credit shall be given to the past service and all restrictions regarding educational qualifications etc. applicable to recruit shall be waived.

**XVIII. Confirmation:**

Employees shall be confirmed after 3 months probationary service automatically.

**XIX. Temporary Staff:**

Company may employ temporary employees performing duties of purely temporary nature. But such staff in no instance shall exceed more than 6 months in temporary service after which he shall be treated automatically in permanent service, from the date of appointment.

**XX. Promotions:**

No direct recruitment shall be made in Grades C, D, E and F and all vacancies in these grades shall be filled in by way of promotions. The promotions shall be made on the basis of seniority and merits of the employees. Employees in Grades A and B shall be absorbed in Grade 'D' on passing the S.S.C S.S.L.C or equivalent examinations.

**XXI. Transfers:**

No employees shall be transferred from one place to another without his prior written consent.

**XXII. Date of Effect:**

All benefits stated in this Charter of Demands shall have effect from 1st April, 1965, unless stated otherwise.

**XXIII. Trade Union Rights:**

The All India Insurance Employees' Association and its affiliated Units shall be given due recognition and such facilities as providing Trade Union Offices and holding Trade Union Meetings in Office premises and hanging Notice Board of the Union, should be granted.

**XXIV. Existing Rights and Privileges:**

Nothing contained in this Charter shall adversely affect or take away from any employee or Group of employees any right, privileges or usages practice or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employees or group of employees.

[No. F. 26/3/68/LRIII.]

O. P. TALWAR, Under Secy

## (Department of Rehabilitation)

## (Office of the Chief Settlement Commissioner)

New Delhi, the 23rd March 1968

**S.O. 1187.**—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of the Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Shri Pritam Singh, Settlement Officer as Deputy Custodian in the office of the Assistant Settlement Commissioner Incharge, U.P., Lucknow, for the State of U.P., for purpose of discharging the duties imposed on such Deputy Custodians by or under the said Act.

[No. 6(3)AGZ/64]

A. G. VASWANI  
Settlement Commissioner (A) & Ex-Officio Under Secy

## MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

## (Department of Industrial Development)

New Delhi, the 18th March 1968

**S.O. 1188.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Small Scale Industries Organisation (Class III—Non-ministerial Posts) Recruitment Rules, 1961, published with the notification of the Government of India in the late Ministry of Commerce and Industry S.O. 1050, dated the 2nd May, 1961, namely:—

1. (1) These rules may be called the Small Scale Industries Organisation (Class III—Non-Ministerial Posts) Recruitment Amendment Rules, 1968.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule annexed to the Small Scale Industries Organisation (Class III Non-Ministerial Posts) Recruitment Rules, 1961, against item 1 and 2 in the entries relating respectively to the posts of Driver (Light Vehicle) and Driver (Heavy Vehicle) under Column 10, the entry "Cent percent by direct recruitment" the entry "By direct recruitment failing which by transfer" shall be substituted.

[No. F 4/b 8b-SSI/C-1]

**S.O. 1189.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Small Scale Industries Organisation (Class III and Class IV posts) Recruitment Rules, 1960, namely:—

(1) These rules may be called the Small Scale Industries Organisation (Class III and Class IV posts) Recruitment Amendment Rules, 1968.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Small Scale Industries Organisation (Class III and Class IV Posts) Recruitment Rules, 1960 in Schedule I against items 3, 4, 5 and 6 relating respectively to the posts of Peon, Farash, Watchman and Sweeper:—

Under column 10—

for the entry "Cent percent by direct recruitment", the entry "By Direct recruitment failing which by transfer" shall be substituted.

[No. F. 4/6/68-SSI(C)-IL.]

**S.O. 1190.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Small Scale Industries Organisation (Class III—Non-ministerial Posts) Recruitment Rules, 1961, published with the notification of the Government of India in the late Ministry of Commerce and Industry S.O. 767 dated the 28th March, 1961, namely:—

1 (1) These rules may be called the Small Scale Industries Organisation (Class III—Non-Ministerial Posts) Recruitment Amendment Rules, 1968.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule annexed to the Small Scale Industries Organisation (Class III—Non-ministerial Posts) Recruitment Rules, 1961, against the entries relating to the post of Telephone Operator, under Column 10 for the entry "Cent percent by Direct recruitment", the entry "By direct recruitment failing which by transfer" shall be substituted.

[No. F. 4/6/68-SSI(C)-III.]

**S.O. 1191.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Small Scale Industries Organisation (Class III—Non-ministerial Posts) Recruitment Rules, 1963, namely:—

1 (1) These rules may be called the Small Scale Industries Organisation (Class III—Non-Ministerial Posts) Recruitment Amendment Rules, 1968.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule annexed to the Small Scale Industries Organisation (Class III—Non-ministerial Posts) Recruitment Rules, 1963:—

(1) against the entries relating to the post of Draughtsman under column 10, for the entry "By promotion failing which by direct recruitment", the entry "By promotion failing which by direct recruitment or by transfer" shall be substituted.

(2) against the entries relating to the posts of Draughtsman (Junior) and Surveyor-cum-Draughtsman, under column 10, for the entry "By direct recruitment", the entry "By direct recruitment failing which by transfer" shall be substituted.

[No. F.4/6/68-SCI(C)-IV.]

K. S. R. MURTHY, Under Secy.

(Department of Company Affairs)

New Delhi, the 21st March 1968

COST ACCOUNTING RECORDS (TYRES & TUBES) AMENDMENT RULES, 1968.

**S.O. 1192.**—In exercise of the powers conferred by sub-section (1) of Section 642 read with clause (d) of sub-section (1) of Section 209 of the Companies

Act, 1956 (1 of 1956), the Central Government hereby makes the following rules to amend the Cost Accounting Records (Tyres and Tubes) Rules, 1967, namely:

1. These rules may be called the Cost Accounting Records (Tyres and Tubes) Amendment Rules, 1968.
2. In the Cost Accounting Records (Tyres and Tubes) Rules, 1967:
  - (a) in sub-rule (2) of rule 3, for the words and figures "and each of the proforma specified in Schedule II shall be completed within three months of the expiration of the financial year to which the particulars of cost relate", the words "from the particulars entered therein" shall be substituted;
  - (b) in rule 4, for the words "other than persons referred to", the words "including persons referred to" shall be substituted;
  - (c) In Schedule I, for paragraph 9, the following paragraph shall be substituted, namely:—
 

**“9. Production Records.**—Quantitative records of all receipts, issues and balances of different items of tyres and tubes produced by the company shall be maintained. The values of all receipts, issues and balances may be kept in the form of control accounts for each product group provided, the value of the balances according to such control accounts are reconciled periodically, at least once a year, with the values of the quantities shown by the Quantity account for each item of tyres and tubes”;
  - (d) In Schedule II, for Proforma ‘D’, the following proforma shall be substituted namely :—

“PROFORMA ‘D’”

*Statement showing the cost including Selling and Distribution expenses in respect of Rubber Tyres/Tubes sold during the period.*

S. No.	Particulars	Total Amount	Cost per unit	
			Current Period	Previous period
1.	Cost of Production (Ex-works)			
2.	Selling and Distribution overheads			
3.	Adjustment for difference between opening and closing stock of finished goods			
4.	Total cost of goods sold			
5.	Average Sales realisa- tion per unit		”	

[No. 52/3/66-CL II.]

M. K. BANERJEE, Under Secy

## (Department of Industrial Development)

## ORDER

New Delhi, the 21st March 1968

S.O. 1193 IDRA 18G/67.—In exercise of the powers conferred by Section 18G and Section 25 of the Industrial Development and Regulation Act, 1951 (65 of 1951) and all other powers enabling it in that behalf, the Central Government hereby makes the following Order further to amend the Cement Control Order, 1967 namely:—

1. This Order may be called the Cement Control (Second Amendment) Order, 1968.
2. In the Schedule to the Cement Control Order, for the entry

"M/s. Shree Digvijay Cement Co. Ltd.,  
Sikka Works . . . 93.50 upto an annual production of 260,000 tonnes,  
96.00 for every tonne beyond 260,000 tonnes per annum provided that the combined production of the Sikka and Sewree Works is not less than 410,000 tonnes in that year.  
Sewree Works . . . 129.75\* \*exclusive of actual wharfage charges paid at Sikka on clinker".

against item 16 the following entry shall be substituted, namely:—

"M/s. Shree Digvijay Cement Co. Ltd.,  
Sikka Works . . . 93.50 upto an annual production of 260,000 tonnes,  
96.00 for every tonne beyond 260,000 tonnes per annum provided that the combined production of the Sikka and Sewree Works is not less than 410,000 tonnes in that year.  
Sewree Works . . . 136.30\* \*exclusive of actual wharfage charges paid at Sikka on clinker, and subject to the condition that the clinker is moved by sea  
Ahmedabad Works . . . 115.00".

3. This Amendment will be deemed to have taken effect from 1st January, 1968.

[No. F 1-35/67-CEM.

K. I. VIDYASAGAR, Jt. Secy.

ग्रोष्टोगिक विकास तथा समवाय-कार्य मंत्रालय

(ग्रोष्टोगिक विकास विभाग)

आदेश

नई दिल्ली, 21 मार्च, 1968

एस० ओ० 1194/ग्रा० ३० ग्रा० ४०/18G/67.—उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 18G और धारा 25 के द्वारा प्रदत्त शक्तियों तथा इस संबंध में उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सीमेंट नियंत्रण आदेश, 1967 में और आगे संशोधन करने के लिये निम्नलिखित आदेश जारी करती है; अर्थात्

1. यह आदेश सीमेंट नियंत्रण (द्वितीय संशोधन) आदेश, 1968 कहसायेगा।

2. सीमेंट नियंत्रण ग्रान्देश की तालिका में बद मंस्या 16 के सामने दी गई निम्नलिखित प्रविष्टि :—

“मेसर्स दिविजेज सीमेंट कम्पनी लि।

मिक्का बर्क्स	93.50	2,60,000 मी० टन वार्षिक उत्पादन तक।
	96.00	2,60,000 मी० टन वार्षिक उत्पादन से अधिक प्रत्येक मी० टन के लिए वर्षते कि उस वर्ष सिक्का तथा सिवरी वर्क्स का सम्मिलित उत्पादन 1,10,000 मी० टन से कम न हो।
सिवरी वर्क्स	129.75†	†सिक्का में किलंकर पर दी गई वास्तविक उत्तराई को शामिल न करके।”

के स्थान पर निम्नलिखित प्रविष्टि रखी जायगी, अर्थात् :—

“मेसर्स श्री दिविजेज सीमेंट कम्पनी लि।

मिक्का बर्क्स	93.50	2,60,000 मी० टन वार्षिक उत्पादन तक।
	96.00	2,60,000 मी० टन वार्षिक उत्पादन से अधिक प्रत्येक मी० टन के लिए वर्षते कि उस वर्ष पिक्का तथा सिवरी वर्क्स का सम्मिलित उत्पादन 4,10,000 मी० टन से कम न हो।

सिवरी वर्क्स	136.30†	†सिक्का में किलंकर पर दी गई वास्तविक उत्तराई को शामिल न करके किन्तु इस शर्त पर कि किलंकर समुद्र से होकर ही जायेगा।
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अहमदाबाद वर्क्स	115.00”
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3. यह संशोधन 1 जनवरी, 1968 से लागू समझा जायेगा।

[नं० एफ० 1-35/67-सीमेंट]

के० प्राई० विद्यासागर, संयुक्त सचिव।

## (Department of Industrial Development)

## (Indian Standards Institution)

New Delhi, the 8th March 1968

**S.O. 1195.**—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that sixteen licences, particular of which are given in the Schedule hereto annexed, have been granted authorising the licensees to use the Standard Mark.

## THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity From	Validity To	Name and Address of the Licensee	Article/Process Covered by the Licence	Relevant Indian Standard
1	2	3	4	5	6	7
1	CM/L-1630 9-2-1968	1-2-68	31-1-69	M/s. D. Waldie & Co., (Lead Oxides) Ltd., G.T. Road, Konnagar, Distt. Hooghly having their office at Gillander House, Netaji Subhas Road, Calcutta-I.	Basic carbonate of lead (white lead) for paints	IS:34-1950 Specification for basic carbonate of lead (white lead) for paints.
2	CM/L-1631 9-2-1968	1-2-68	31-1-69	M/s. D. Waldie & Co. (Lead Oxides) Ltd., G.T. Road, Konnagar, Distt. Hooghly having their office at Gillander House, Netaji Subhas Road, Calcutta-I.	Zinc oxides for paints	IS:35-1950 Specification for zinc oxide for paints.
3	CM/L-1632 9-2-1968	16-2-68	15-2-69	M/s. Canara Wire & Wire Products Ltd., Yeyyadi Padavu, Konchady, P.O. Mangalore having their office at Upendra Bang, Upidi, S. Kanara, (Mysore State).	Structural steel (standard quality)	IS:226-1962 Specification for structural steel (standard quality) (third revision)
4	CM/L-1633 9-2-1968	16-2-68	15-2-69	M/s. Canara Wire & Wire Products Ltd., Yeyyadi Padavu, Konchady, P.O. Mangalore having their office at Upendra Bang, Upidi, S. Kanara, (Mysore State).	Structural steel (ordinary quality)	IS:1977-1962 Specification for structural steel (ordinary quality)
5	CM/L-1634 15-2-1968	16-2-68	15-2-69	M/s. Bhanodaya Enterprises Pvt. Ltd., Tade-palli, Guntur Distt. (Andhra Pradesh)	BHC dusting powders	IS:561-1962 Specification for BHC dusting powders (Second revision).
6	CM/L-1635 15-2-68	16-2-68	15-2-69	M/s. Bhanodaya Enterprises Pvt. Ltd., Tade-palli, Guntur Distt. (Andhra Pradesh)	Endrin emulsifiable concentrate rates	IS:1310-1958 Specification for endrin emulsifiable concentrate

7	CM/L-1636 15-2-1968	16-2-68	15-2-69	M/s. Tata Industries	Plot No. 94, Endrine emulsifiable concen- trates	IS:1310-1958 Specification for endrine emulsifiable concen- trates
8	CM/L-1637 15-2-1968	16-2-68	15-2-69	M/s. Krish- nan, Ranital, Distt. Bal- sore (Orissa).	Malathion emulsifiable con- centrates	IS:2567-1963 Specification for malathion emulsifiable.
9	CM/L-1638 16-2-1968	16-2-68	15-2-69	M/s. Hindustan Conductors Pvt. Ltd., Opp. Railway 'D' Cabin, Chhani Road, Baroda- 2 having their office at 24 Brelvi Sayed Abdulla Road, Bombay-1.	Hard-drawn stranded alum- inium and steel-cored alum- inium conductors for over- head power transmission purposes	IS:398-1961 Specification for hard-drawn standard alum- inium and steel cored alum- inium conductors for over- head power transmission purposes (revised)
10	CM/L-1639 19-2-1968	16-2-68	15-2-69	M/s. National Instruments Ltd., 1/1 Raja Sabodh Mullick Road, Jadavpur, Calcutta- 32.	Clinical thermometers	IS:3055-1965 Specification for clinical thermometers.
11	CM/L-1640 21-2-1968	1-3-68	28-2-69	M/s. Grand Iron Works, I, Okhla Industrial Estate, Okhla, New Delhi-20.	Cast Iron flushing cisterns for water closets and urinals (bell type), high level, 12.5 litres capacity.	IS:774-1964 Specification for flushing cisterns for water closets and urinals (valveless siphonic type).
12	CM/L-1641 22-2-1968	1-3-68	28-2-69	M/s. Mansingka Industries Pvt. Ltd., Pac- hora, Distt. Jalgaon, Maharashtra.	18-litre square tins	IS:916-1966 Specification for 18-litre square tins.
13	CM/L-1642 22-2-1968	1-3-68	28-2-69	M/s. Annapurna Pulverising Mills, Indus- trial Estate, Eluru, West Godavari Distt.	Malathion emulsifiable con- centrates	IS:2567-1963 Specification for malathion emulsifiable con- centrates.
14	CM/L-1643 28-2-1968	1-3-68	28-2-69	M/s. ESSO Standard Eastern Inc. Survey No. 24/3A & B, Chikkabiderakallu Village, Neelamangala Taluka, Bangalore Tunkur Road, Bangalore Disstt.	BHC water dispersible powder concentrates	IS:562-1962 Specification for BHC water dispersible pow- der concentrates.
15	CM/L-1644 28-2-1968	1-3-68	28-2-69	M/s. ESSO Standard Eastern Inc., Survey No. 24/3 A & B, Chikkabiderakallu Village, Neelamangala Taluka, Bangalore-Tun- kur Road, Bangalore Disstt.	DDT water dispersible powder concentrates	IS:565-1961 Specification for DDT water dispersible pow- der concentrates.
16	CM/L-1645 29-2-1968	1-3-68	28-2-69	M/s. Pearl Electricals, 8/41 Kirti Nagar, In- dustrial Area, New Delhi-15	Three-phase induction motors 2.2 KW (3 hp.), class 'A' in- sulation	IS:325-1961 Specification for three-phase induction motors (second revision)

[No. MD/33 : 16.]  
(Dr.) A. K. GUPTA,  
Deputy Director General.

New Delhi, the 13th March, 1968

**S.O. 1196.**—In exercise of the powers conferred on me under sub-regulation (4) of Regulation 3 of Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962, 1964 and 1966 the following modifications to provisions of Indian Standard, details of which are given in the Schedule hereto annexed, have tentatively been made, with a view to expedite the use of the Standard Mark without, in any way affecting the quality of goods covered by the relevant standard.

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard, the provisions of which have been modified	Particulars of the existing provisions	Particulars of the modification made to the provisions	Date from which the modification shall come into force
1	IS:2037-1962 Specification for Tracing Cloth	The existing provisions of IS:2037-1962 specify only the use of photoelectric exposure meter for carrying out the test for transparency.	Provision has been made for the use of our alternative apparatus called densitometer for carrying out test for transparency. The specified values for transparency have also been suitably modified (copy of the amendment is enclosed).	12 March, 1968.

[No. MD/13 : 5/A.]  
(Dr.) A. N. GHOSH  
Director General.